

SERIAL 04036 - IGA BUS, RESERVE-A-RIDE

P-06637-04

**CONTRACT PERIOD BEGINNING MARCH 01, 2004
ENDING JUNE 30, 2005**

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **BUS, RESERVE-A-RIDE,**
CITY OF PHOENIX CONTRACT P-06637-04

Attached to this letter is a listing of vendors available to Maricopa County Agencies utilizing the **CITY OF PHOENIX CONTRACT P-06637-04**. The using agency and other interested parties may access and electronic version of this contract from the Materials Management Web site at:

http://www.maricopa.gov/materials/Awarded_Contracts/search.asp.

Please note: Price Agreement Purchase Orders (PG documents) may be generated using the information from this list. Use Commodity Code(s) B0604342.

All purchases of product(s) listed on the attached pages of this letter are to be obtained from the listed contractor(s).

CITY OF PHOENIX
PURCHASING, INVENTORY & RISK MANAGEMENT DIVISION
SUPPLIES CONTRACT SUMMARY

RFP NO. 00-006
AWARDED: 07/05/00

REVISION I: Effective November 15, 2001*

TITLE: BUS, RESERVE-A-RIDE

CONTRACT PERIOD: July 5, 2000, through June 30, 2004

COGNIZANT BUYER: Alton Jones, Procurement Supervisor, (602) 261-8918, Purchasing Division*

CONTRACT COORDINATOR: Kunjan Dayal, (602) 261-8283, Public Transit Department*

ACTIVITY APPROVED TO PARTICIPATE: Public Transit Department

METHOD OF PAYMENT: The City shall make payment in full within 30 days after acceptance of each coach, unless other payment terms are given. Contractor's invoices for buses and/or spare parts and/or equipment shall be submitted to the City 30 calendar days prior to each delivery. The contractor shall invoice in maximum lots of one coach and each invoice shall include:

Contract number
Line item number invoice
Number of spare parts/equipment involved, if applicable
Model and serial number of coach invoiced, if applicable
Unit and total prices by line item number
Total invoice amount

FOB POINT: Point of delivery by common carrier drive away. Point of delivery: City of Phoenix Transit Heavy Maintenance Facility, 2225 West Lower Buckeye Road, Phoenix.

OPTION TO EXTEND: None

WARRANTY: One (1) year/12,000 miles on body; 36 months/36,000 miles on chassis and drive train; 24 months parts and labor on air conditioning system; 36 months parts and labor (including the body area in which the lift is installed) on wheelchair lift; other as supplied by contractor.

NOTE: Using department must monitor expenditures in accordance with F. D. Letter #206.

-continued-

-290-

REVISION II: Effective November 15, 2001*

TITLE: BUS, RESERVE-A-RIDE

RFP NO. 00-006

EXPIRES: June 30, 2004

VENDOR: Arizona Bus Sales Corporation
(STREET) 3639 East Superior
Phoenix, AZ 85040

Paul J. Miller, President
Phone (602) 437-2255; Fax (602) 437-2758

VENDOR NO. 3016028
AGREEMENT NO. P-06637-04
TAX CODE: EO (Exempt)*
TERMS: 1% 20 Days (12)
DELIVERY: 130 - 240 Days ARO
FOB POINT: D (Dest.)

MAILING P. O. Box 60038
ADDRESS Phoenix, AZ 85082

PAYMENT Deutche Financial Services, Inc.
ADDRESS 1630 Des Peres Road, Suite 305
St. Louis, MO 63131

MATERIAL GROUP: 07000

<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>
11 Passenger Bus	Up to 200	\$40,650.00*
16 Passenger Bus	Up to 35	\$52,335.00

ESTIMATED CONTRACT AMOUNT: \$9,500,000.00

-290A-

**CITY OF PHOENIX
PUBLIC TRANSIT DEPARTMENT
REQUEST FOR PROPOSAL NUMBER RFP 00-006
PRE-PROPOSAL CONFERENCE/APPROVED EQUAL
DATE: MARCH 28, 2000
TIME: 10:30 A.M., LOCAL TIME
302 NORTH FIRST AVENUE
PHOENIX, ARIZONA 85003**

**PROPOSAL OPENING
DATE: APRIL 28, 2000
10:30 A.M. LOCAL TIME**

BUS – MODIFIED VAN HSD RESERVE-A-RIDE

SPECIFICATIONS

THIS PUBLICATION IS AVAILABLE IN THE FOLLOWING ALTERNATIVE FORMATS: LARGE PRINT, BRAILLE, AUDIO-TAPE OR COMPUTER DISKETTE. PLEASE CALL THE PURCHASING RECEPTIONIST AT (602) 262-7181 OR FAX NUMBER (602) 534-1933 FOR ASSISTANCE.

CITY OF PHOENIX
RFP NO. 00-006
INDEX

DOCUMENT

		<u>Page</u>
Part I	Solicitation, Offer, and Award/Contractual Provision	I-1 - I-22
Part II	Technical Specifications	II-1 - II-23
Part III	Offer Documents	III-1 - III-35

INDEX
PART I

SOLICITATION, OFFER AND AWARD/CONTRACTUAL PROVISIONS

<u>SECTION 1</u>	<u>SOLICITATION, OFFER AND AWARD PROCEDURES</u>	<u>PAGE</u>
1.1.1	Scope	I-1
1.1.2	Contract Documents	I-1
1.1.3	Definitions	I-2
1.1.4	Contract Period	I-3
1.1.5	Proposal Requirements	I-3
1.1.6	Pricing Schedule	I-3
1.1.7	Base Contract Price Adjustment	I-3
1.1.8	Delivery Procedure	I-3
1.1.9	Delivery Schedule	I-4
1.1.10	Service and Parts	I-4
1.1.11	Payment Schedule	I-4
1.1.12	Qualifications for Award	I-4
1.1.13	Approved Equal Procedures/Proposal Conference	I-5
1.1.14	Proposal Preparation	I-5
1.1.15	Proposal Bond	I-6
1.1.16	Performance Bond	I-6
1.1.17	Proposal Postponement and Amendment	I-6
1.1.18	Proposal Rejection	I-6
1.1.19	Single Proposal Response	I-6
1.1.20	Proposal Withdrawal	I-6
1.1.21	Award Procedure	I-7
1.1.22	Options	I-7
1.1.23	Protest Procedures	I-7

CONTRACTUAL PROVISIONS

<u>SECTION 2</u>	<u>REQUIRED CLAUSES (FTA)</u>	<u>PAGE</u>
2.1.1	Contractor Changes	I-8
2.1.2	Interest of Members of, or Delegates to, Congress	I-8
2.1.3	Prohibited Interest	I-8
2.1.4	Equal Employment Opportunity	I-8
2.1.5	Air Pollution	I-8
2.1.6	Motor Vehicle Safety Standards	I-8
2.1.7	Motor Vehicle Pollution Requirements	I-8
2.1.8	Disadvantaged Business Enterprise	I-9
2.1.9	Cargo Preference	I-9
2.1.10	Buy American Clause	I-9
2.1.11	Energy Efficiency	I-10
2.1.12	Pre-Award and Post-Delivery Bus Procurement Audits	
	Pre-Award Audit of Rolling Stock Purchases	I-10
	Post-Delivery Audit of Rolling Stock Purchases	I-11
2.1.13	Debarred Proposer	I-12
2.1.14	Bus Testing Certification	I-12
2.1.15	Certification of Restrictions on Lobbying	I-12
2.1.16	Competitive Proposal	I-12

INDEX
PART I - continued

SOLICITATION, OFFER AND AWARD/CONTRACTUAL PROVISIONS

<u>SECTION 3</u>	<u>REQUIRED CLAUSES (CITY)</u>	<u>PAGE</u>
3.1.1	Liabilities Against Procuring Agency	I-13
3.1.2	Patent Infringement	I-13
3.1.3	Omission	I-13
3.1.4	Priority	I-13
3.1.5	Written Change Orders	I-13
3.1.6	Change Order Procedure	I-13
3.1.7	Price Adjustment for Regulatory Changes	I-14
3.1.8	Interchange ability	I-14
3.1.9	Materials/Accessories Responsibility	I-14
 <u>SECTION 4</u>	 <u>SERVICE AND PARTS</u>	 <u>PAGE</u>
4.1.1	Instructors	I-15
4.1.2	Engineers	I-15
4.1.3	Documents	I-15
4.1.4	Spare Parts	I-15
 <u>SECTION 5</u>	 <u>DELIVERIES</u>	 <u>PAGE</u>
5.1.1	Unavoidable Delays	I-16
5.1.2	Notification of Delay	I-16
5.1.3	Request for Extension	I-16
5.1.4	Predelivery Tests and Inspection	I-16
5.1.5	Assumption of Risk of Loss	I-16
5.1.6	Acceptance of Coach	I-16
5.1.7	Repairs After Nonacceptance	I-17
5.1.8	Repairs by Contractor	I-17
5.1.9	Repairs by City	I-17
5.1.10	Title	I-17
5.1.11	Liquidated Damages	I-18
5.1.12	Audit and Inspection of Records	I-18
 <u>SECTION 6</u>	 <u>TERMINATION OF CONTRACT</u>	 <u>PAGE</u>
6.1.1	Termination for Convenience	I-19
6.1.2	Termination for Default	I-20
 <u>SECTION 7</u>	 <u>COMMUNICATIONS</u>	 <u>PAGE</u>
7.1.1	Confirmations	I-21
7.1.2	Official Receipt	I-21
 <u>SECTION 8</u>	 <u>CONDITIONAL ACCEPTANCE</u>	 <u>PAGE</u>
8.1.1	Conditional Acceptance	I-22

CITY OF PHOENIX
RFP NO. 00-006

PART 1 - SOLICITATION AND CONTRACTUAL PROVISIONS

SECTION 1 SOLICITATION

1.1.1 SCOPE

The City of Phoenix invites sealed proposals for up to thirty five (35) modified vans, during a five year period in accordance with the provisions, specifications, and proposal instructions set forth in this request for proposal. Proposals will be received by the Purchasing Division, Eighth Floor, 251 W. Washington, Phoenix, Arizona 85003, until Friday, April 28, 2000, 10:30 A.M., LOCAL TIME, at which time they will be opened and publicly read. Late proposals will not be considered.

In order for your proposal or quotation to be considered, your firm must comply with Phoenix City Code, 1969, Chapter 18, Article V, as amended, Affirmative Action Program. Failure to comply with the reporting requirements of this ordinance will result in your proposal being rejected. Firms are also responsible for maintaining their eligibility during the life of any contract and failure to do so may result in termination of the contract. A form has been included within this RFP package to assist you in complying with the ordinance. Any questions in regard to this Affirmative Action Program should be directed to the Affirmative Action Contractor Compliance Section of the Equal Opportunity Department, (602) 262-6790. The City of Phoenix extends to each individual, firm, vendor, supplier, contractor and subcontractor an equal economic opportunity to compete for City business. Successful majority firms are expected to use disadvantaged, minority-owned and women-owned businesses in the subcontracting and purchasing of services and commodities that reflect the business community ethnic composition.

Any questions in regard to this proposal should be directed to Alton Jones, Fleet & Transit Supervisor, Eighth Floor, 251 W. Washington, Phoenix, Arizona, 85003, Phone Number (602) 262-7789, FAX (602) 495-5663.

A printed copy of the proposal tabulation will be available upon written request to the Purchasing Division. Telephone requests will not be accepted. Each written request must contain a self-addressed, stamped envelope and must reference the proposal title and number. Proposal tabulations will be posted and available for public viewing in the reception room of the Purchasing Division for a period of 60 days from the proposal opening date.

1.1.2 CONTRACT DOCUMENTS

Any contract resulting from this solicitation shall include the following, which are incorporated herein:

modified van SPECIFICATIONS

Part I - Solicitation, Offer and Award/Contractual Provisions

Part II - Technical Specifications

Part III - Offer Documents

Federal excise tax exemption certificate and certificates for all other tax exemptions.

Purchase Order from the City of Phoenix approving the contract and certifying availability of local funds.

Addenda - As issued.

**CITY OF PHOENIX
RFP NO. 00-006**

1.1.3 DEFINITIONS

The following are definitions of special terms used in this document.

- 1) **ALTERNATIVE-** Items included in the bid proposal that change the specifications for those items in the base bid.
- 2) **AUTHORIZED SIGNEE -** The person who is executing this contract on behalf of the proposer/Contractor and who is authorized to bind the proposer/Contractor.
- 3) **CITY -** The City of Phoenix, A Municipal Corporation.
- 4) **CONTRACTING OFFICER –** The Deputy Finance Director.
- 5) **CONTRACTOR -** The successful proposer who is awarded a contract for providing all buses and equipment described in the contract documents.
- 6) **DAR-** Dial a Ride service. Service that can be delivered on demand or by reserve a ride.
- 7) **DEFECT -** Patent or latent malfunction or failure in manufacture or design of any component or subsystem that causes a coach to cease operating or causes it to operate in a degraded mode.
- 8) **DEPUTY FINANCE DIRECTOR-** The person who is executing this contract on behalf of the City and who has complete and final authority except as limited herein.
- 9) **FLEET DEFECT -** When twenty (20) percent of the fleet shows the same defect bidder will repair all buses purchased in accordance with specifications.
- 10) **GROSS VEHICLE WEIGHT (GVWR) -** Rating load which shall be weight of the completed coach with full complement of fuel, oil, water, driver and full passenger load which shall be 150% of seated load at 150 pounds per passenger.
- 11) **HUMAN SERVICES DEPARTMENT (HSD) -**The department that operates senior services Reserve-A-Ride program.
- 12) **OPTIONS:** The increase in the quantity of the items in the base bid or in a previous procurement.
- 13) **PHOENIX TRANSIT SYSTEM -** The subcontractor who operates the fixed route transit system and has the maintenance contract for HSD buses for the City of Phoenix.
- 14) **PROCURING AGENCY -** The City of Phoenix.
- 15) **PUBLIC TRANSIT DEPARTMENT -** City of Phoenix Public Transit Department.
- 16) **RAR-** Reserve a Ride service. Service that requires advanced reservations.
- 17) **RPTA -** Regional Public Transportation Authority.
- 18) **RELATED DEFECT -** Damage inflicted on any component or subsystem as a direct result of a defect.
- 19) **RESIDENT INSPECTOR -** A person designated by the City of Phoenix to visit the contractor's production facility and to review and inspect the buses at the various stages of their production. All costs for this Resident Inspection will be paid directly by the City of Phoenix.
- 20) **SUPPLIER -** Any manufacturer, company or agency providing units, components or subassemblies for inclusion in the coach.

CITY OF PHOENIX
RFP NO. 00-006

1.1.3 DEFINITIONS - continued

- 21) WORK - Any and all labor, supervision, services, materials, machinery, equipment, tools, supplies and facilities called for by the contract and necessary to the completion thereof.
- 22) LIFE CYCLE COSTS - Major operating and maintenance costs of a R-A-R coach projected over its expected economic life (150,000 miles).
- 23) PERFORMANCE - The ability of a transit coach to comply with the required technical specifications and to function during its expected economic life in a reliable and other satisfactory manner under actual operating conditions. Also, the ability of a manufacturer to comply, during the expected economic life of the transit coach, with all contractual terms and conditions specified in this request for proposals.
- 24) STANDARDIZATION - The similarity of operating and maintenance procedures and necessary tools and equipment for the proposer's coach with procedures, tools and equipment for vehicles in the Procuring Agency's existing fleet. Also, the ability to interchange parts between the proposer's coach and vehicles in the Procuring Agency's existing fleet.

1.1.4 CONTRACT PERIOD

The initial term of this contract shall commence on the date CITY issues a Notice to Proceed, signifying CITY'S acceptance of the successful proposal and will be in effect for **five (5) years**, unless terminated, canceled, or extended as provided herein. This contract shall not bind nor purport to bind CITY and the successful PROPOSER for any contractual commitment in excess of the original contract period of five (5) years.

1.1.5 PROPOSAL REQUIREMENTS

Sealed proposals in one (1) original and three (3) copies will be received at the address shown in Section 1.1.1. until April 28, 2000, 10:30 A.M., Local Time for the provision of modified vans. All labor, equipment and materials shall be furnished in strict accordance with the delivery schedule and conditions of the contract documents. The buses shall fulfill all of the requirements defined in Part II Technical Specifications including the Attachments and addenda thereto.

1.1.6 PRICING SCHEDULE

The proposer is requested to complete and execute the pricing schedule shown in Part III. The City will be responsible for all State and local taxes. The City shall be liable for any taxes applicable to the complete coach as delivered that are promulgated and become effective between the date of proposal opening and the delivery date. (Changes to the Transaction Privilege (Sales) Tax and Use Tax laws exempted mass transit vehicles from both Arizona Sales and Use Tax effective September 3, 1978.)

1.1.7 BASE CONTRACT PRICE ADJUSTMENT

For Alternatives awarded after the Option period the base proposal price will be based on the Producer Price Index for Truck & Bus Bodies. Adjustments to the base contract price will be calculated semiannually based on the Producer Price Index for Truck & Bus bodies and the new contract price will be adjusted for the period in which the Contractor is given written notice to proceed. No adjustments to the base proposal shall be required for any Alternative orders that will be manufactured during the same period as the original bus award.

1.1.8 DELIVERY PROCEDURE

Delivery shall be determined by signed receipt by the City's designated agent(s) at the point of delivery and will be preceded by a cursory inspection of the coach. The point of delivery shall be City of Phoenix Transit Heavy Maintenance Facility at 2225 West Lower Buckeye Road, Phoenix, Arizona. Delivery of the buses shall be FOB point of delivery by common carrier drive away.

CITY OF PHOENIX
RFP NO. 00-006

1.1.9 DELIVERY SCHEDULE

The buses shall be delivered at a rate not to exceed five (5) buses per day Monday through Friday nor zero (0) buses per day Saturdays, Sundays and holidays. Delivery shall be completed before the dates specified in the proposal by the proposer. Hours of delivery shall be 8:00 a.m. through 3:00 p.m.

1.1.10 SERVICE AND PARTS

The proposer shall submit with his proposal a list containing the name, address and telephone number of the representatives responsible for assisting the City, as well as the location of the nearest distribution center which shall furnish a complete supply of parts and components for the repair and maintenance of the buses to be supplied. The proposer shall also submit with its proposal, its policy on transportation charges for parts other than those covered by warranty.

1.1.11 PAYMENT SCHEDULE

The City shall make payment in full within 30 days after acceptance of each coach, unless other payment terms are given. Contractor's invoices for buses and/or spare parts and/or equipment shall be submitted to the City 30 calendar days prior to each delivery. The Contractor shall invoice in maximum lots of one coach and each invoice shall include:

- Contract number
- Line item number invoice
- Number of spare parts/equipment involved, if applicable
- Model and serial number of coach invoiced, if applicable
- Unit and total prices by line item number
- Total invoice amount.

1.1.12 QUALIFICATIONS FOR AWARD

Award shall be made only after an evaluation of bus & proposer performance, delivery schedule, local parts and service availability, understanding the scope, qualifications and professional references required to meet the performance, standardization, and any other factors specifically set forth in this RFP,.

Award shall be made in accordance with the evaluation procedures detailed in this RFP to the proposer who is responsive and responsible and whose price proposal reflects the lowest total cost of ownership, including special tools, parts inventory, delivery charges and delivery schedule. The proposer must be a person, firm, or corporation that:

- Has in operation a manufacturing plant adequate to assure delivery of all equipment within the time specified under this contract. OR has the capability to obtain all equipment in the time specified.

- Has adequate engineering and service personnel, or has the capacity to have such personnel, to satisfy any engineering or service problems that may arise during the warranty period.

- Has the necessary facilities and financial resources, or has the capacity to obtain such facilities and resources, to complete the contract in a satisfactory manner within a required time.

- Has met the requirements of Arizona State statute A.R.S. 2;8-1302.

**CITY OF PHOENIX
RFP NO. 00-006**

1.1.13 APPROVED EQUAL PROCEDURES/PRE-PROPOSAL CONFERENCE

This section establishes procedures for proposers to seek clarification and review of the technical specifications, evaluation procedures and addenda.

Absent any request for clarification or review of the technical specifications, evaluation procedures, or addenda, the interpretation of the Procuring Agency on the proposal document shall be final and controlling.

A pre-proposal conference will be conducted at Norwest Bank Building, 302 North First Avenue, Suite 700, Phoenix, Arizona, 85003 at 9:00 A.M., local time, on March 28, 2000. Parking is available in the underground garage accessible from First Avenue.

The terms, conditions and scope will be reviewed, discussed and opened for questions. To facilitate the discussion the City has supplied forms for the Proposer to submit requests for approved equals or for clarification of the specifications. Proposer is to submit approved equals or clarification requests in the form as supplied in Section 2 of the proposal provision. Requests will be sent to the Purchasing Division, Eighth Floor, 251 W. Washington, Phoenix, Arizona 85003. Initial requests for approval should be made available on the day of the pre-proposal conference all requests must be provided to the City no later than April 5, 2000 at 4:00 P.M., Local Time. Each request for approved equals must be fully supported with technical data, test results, or other pertinent information as evidence that the substitute offered is equal to or better than that required by the specification.

The City will make a determination of each Proposer's requests under this procedure in writing. That written determination may be in the form of approved as an equal, approved as a substitute and evaluated in accordance with the evaluation procedures established in the approval or rejected. The City reserves the right to require testing of the sub-components, components or bus prior to acceptance of the apparent low proposal. The Proposer's requests and City determination of each Proposer's requests and the addendum shall be mailed by April 11, 2000 to each Proposer. Any requests approved as equal can be used by any other Proposer unless prohibited in the request approval.

Proposers shall submit one (1) original and three (3) copies of the request for approvals. The contents shall be clearly marked with the Proposer's name, the RFP number and title and the words "REQUEST FOR APPROVAL" on the outside of the envelope. PLEASE MAKE SURE THE **"REQUEST FOR APPROVALS"** ARE IN LARGE LETTERS TO PREVENT THE ENVELOPE FROM BEING PUT IN WITH THE PROPOSAL ENVELOPES AND BEING DELAYED.

Any request for clarification or review of the technical specifications, evaluation procedures, or addenda from a potential proposer must be in writing, as must be the Procuring Agency's reply. No oral communications of any manner will be considered during the evaluation of proposers' technical proposals nor will they be binding upon the Procuring Agency.

1.1.14 PROPOSAL PREPARATION

The price proposal package shall contain one (1) original and three (3) copies of the price proposal. The contents of each sealed package shall be clearly marked with the proposer's name, the RFP number and title, and the words **"PROPOSAL"** on the outside of the envelope.

Each proposer's price proposal package shall contain:

1. Properly completed pages of the "Solicitation, Offer, & Award" (Part III - Offer and Award Document)
2. All addendum

**CITY OF PHOENIX
RFP NO. 00-006**

1.1.15 PROPOSAL BOND

No proposal bond for this solicitation.

1.1.16 PERFORMANCE BOND

No performance bond for this solicitation.

1.1.17 PROPOSAL POSTPONEMENT AND AMENDMENT

The City reserves the right to revise or amend the specifications up to the time set for opening the proposals. Such revisions and amendments, if any, shall be announced by amendments to this solicitation. Copies of such amendments shall be furnished to all prospective proposers. If the revisions and amendments require changes in quantities or prices proposal or both, the date set for opening proposals may be postponed by such number of days as in the opinion of the City shall enable proposers to revise their proposals. In any case, proposal opening shall be at least five working days after the last amendment and the amendments shall include an announcement of the new date, if applicable, for opening proposals.

1.1.18 PROPOSAL REJECTION

The City of Phoenix reserves the right to save any minor proposal informalities or irregularities which do not go to the heart of the proposal or prejudice other proposers. The City also reserves the right to reject any or all proposals submitted. Failure on the part of a proposer to respond to one or more of the cost drivers, performance factors, or standardization factors required in the technical proposal (see Attachment II) may constitute a good and compelling reason to reject the proposal.

1.1.19 SINGLE PROPOSAL RESPONSE

If only one proposal is received in response to the request for proposals, a detailed cost proposal may be requested of the single proposer. A cost analysis and evaluation and/or audit of the cost proposal may be performed in order to determine if the price is fair and reasonable.

1.1.20 PROPOSAL WITHDRAWAL

After the proposals are opened, proposals may not be withdrawn for 120 calendar days. Prior to the date/time set for proposal opening, however, proposals may be modified or withdrawn by the proposer's authorized representative in person, or by written or telegraphic notice. If proposals are modified or withdrawn in person, the authorized representative shall make his identity known and shall sign a receipt for the proposal. Written or telegraphic notices shall be received in the office designated in Section 1.1.1. no later than the exact date and time for proposal opening. A telegraphic modification or withdrawal received in the designated office by telephone from the receiving telegraph office no later than the date and time set for proposal opening shall be considered if such message is confirmed by a copy of the telegram.

**CITY OF PHOENIX
RFP NO. 00-006**

1.1.21 AWARD PROCEDURE

Public Transit Department makes a recommendation for award within thirty (30) days of proposal opening. Public Transit Department will send a copy of the recommendation to each proposer. Within thirty (30) days of receiving the recommendation the City's Deputy Finance Director shall submit a request for council action to City Council for award. Public Transit Department will notify successful proposer of award within 7 days of award. Within fourteen (14) days the Purchase Order will be ready to send to the successful proposer. Purchase Order will be mailed after that date within seven (7) days of receipt of the Performance Bond.

1.1.22 OPTIONS

By signing and submitting this proposal, Proposer agrees that the City may, at any time prior to December 31, 2000, purchase additional quantities up to 70 buses conforming to proposal specifications.

1.1.23 CONTRACT ASSIGNABILITY

The proposer agrees that the contract that results from this proposal for 35 buses over a 5 year period with an option for 35 more for a total of 70 buses is an assignable contract. This contract provides for the assignment of all or part of the specified deliverables originally advertised complete, evaluated and awarded. This includes the base and option quantities.

1.1.24 PROTEST PROCEDURES

Any interested party who has an objection to the pre-award procurement document, process or award of a materials, commodities or services contract to any proposer by the City of Phoenix, pursuant to competitive proposal procedures, shall lodge that protest, in writing, with the Deputy Finance Director prior to award by the City Council. Any interested party who has an objection after the award may submit a post-award protest, in writing, within ten calendar days after award of the materials, commodities or services contract. All protests shall clearly state the grounds for the protest and the relief sought. The City will respond, in detail, to each substantive issue raised in the protest. The City will not make award prior to resolution of a protest or open proposals prior to resolution of a protest filed before proposal opening.

This is a Federal Transit Administration (FTA) funded procurement and is subject to FTA rules and regulations. FTA only accepts protests alleging that a grantee fails to have written protest procedures or has violated such procedures. Written protest procedures are available from the City of Phoenix, Public Transit Director at 302 N. First Avenue, Suite 700, Phoenix, AZ 85003 upon request.

CITY OF PHOENIX
RFP NO. 00-006

SECTION 2 CONTRACTUAL PROVISIONS REQUIRED CLAUSES

The Contractor shall comply with the following required Federal Transit Administration clauses.

2.1.1 CONTRACTOR CHANGES

Any proposed change in this contract shall be submitted to the City for its prior approval.

2.1.2 INTEREST OF MEMBERS OF, OR DELEGATES TO, CONGRESS

No member of, or delegate to, the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising therefrom.

2.1.3 PROHIBITED INTEREST

No member, officer or employee of the City or of a local public body during his tenure or one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

2.1.4 EQUAL EMPLOYMENT OPPORTUNITY

In connection with the execution of this contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The Contractor shall take affirmative action to insure that applicants are employed and that employees are treated, during their employment, without regard to their race, religion, color, sex or national origin. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

2.1.5 AIR POLLUTION

The Contractor and suppliers must submit evidence to the City that the governing air pollution criteria will be met. This evidence and related documents will be retained by the City for on-site examination by FTA. **(OEM Emissions Certifications)**

2.1.6 MOTOR VEHICLE SAFETY STANDARDS

The Transit Buses will comply with the Federal Motor Vehicle Safety Standards (FMVSS) as established by the Department of Transportation as well as standards and regulations in effect in each of the states and local jurisdictions in which the City will operate these buses. **(ATTACHEMT E)**

2.1.7 MOTOR VEHICLE POLLUTION REQUIREMENTS

When new motor vehicles are purchased with project funds, the Contractor must furnish to the City a certification in writing that:

- A. The horsepower of the vehicle is adequate for the speed, range and terrain in which it will be required to operate and also to meet the demands of all auxiliary power equipment.
- B. All gases and vapors emanating from the crankcase of a spark-ignition engine are controlled to minimize their escape into the atmosphere.
- C. The EPA and CARB engine certification for the year the coach is delivered in.

Proposer shall complete the Motor Vehicle Pollution Requirements Certification, **ATTACHMENT G**, and submit with the proposal.

**CITY OF PHOENIX
RFP NO. 00-006**

2.1.8 DISADVANTAGED BUSINESS ENTERPRISE

In connection with the performance of this contract, the vehicle manufacturer must be on the Federal Transit Administration (FTA) latest "Status Report of Transit Vehicle Manufacturers (TVM's).

2.1.9 CARGO PREFERENCE

The Contractor agrees:

To utilize privately owned United States flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners and tankers) involved, whenever shipping any equipment, material or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States flag commercial vessels.

To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, on-board commercial ocean bill-of-lading in English for each shipment of cargo described in the paragraph above to the FTA Administrator and the City (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, D. C. 20230.

To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

2.1.10 BUY AMERICAN CLAUSE

The Buy American requirement provides that federal funds may not be obligated for mass transportation projects unless steel, cement, and manufactured products used in such projects are produced in the United States. The requirement will not apply in the following four cases:

1. When its application is against the public interest (as decided by the FTA Administration on a case by case basis).
2. When the required materials and products are not produced in the U.S. in sufficient quantities and of satisfactory quality.
3. When, in the procurement of buses and other rolling stock, the cost of the components which are produced in the U.S. is more than 60 percent of the cost of all components of the vehicle or equipment, and if the final assembly takes place in the U.S.
4. When the inclusion of domestic material will increase the overall cost of the project contract by more than 25 percent in the case of projects for the acquisition of buses and rolling stock; and 25 percent in the case of all other projects.

The CONTRACTOR as a condition of responsiveness, shall submit with the proposal a completed Buy America Certification, **ATTACHMENT A** and Buy America Audit, ATTACHMENT I.

CITY OF PHOENIX
RFP NO. 00-006

2.1.10 BUY AMERICAN CLAUSE - continued

The proposer, who seeks to establish grounds for an exception, must seek the exception, in writing, to Purchasing Division at least thirty (30) days prior to proposal opening.

When a petition for investigation has been filed with FTA before award, the Purchaser reserves the right to not make an award prior to the resolution of the investigation by FTA and when a request for investigation has been filed with FTA before the opening of proposals, the Purchaser reserves the right to not open proposals prior to the resolution of the investigation by FTA.

2.1.11 ENERGY EFFICIENCY

Supplier agrees to abide by the mandatory standards and policies relating to energy efficiency that are contained in the State of Arizona Energy Conservation plan as issued to be in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

2.1.12 PRE-AWARD AND POST-DELIVERY BUS PROCUREMENT AUDITS

PRE-AWARD AUDIT OF ROLLING STOCK PURCHASES

The City of Phoenix shall complete a pre-award audit before award of a contract. A pre-award audit shall include a Buy America certification as described below: and a manufacturer's Federal Motor Vehicle Safety certification information as described below. **FMVSS Certification vehicle labels must be permanently affixed in such a manner that they cannot be removed without being destroyed or defaced. The color of the lettering shall be such that it stands out from the background of the label. The lettering shall be in block capitals not less than 3/32 of an inch high. The proposer shall prepare a component cost or percentage of cost of the components made in the USA. A sample of the list is in Exhibit I of ATTACHMENT A.**

Pre-award Buy America Certification

The City of Phoenix shall require one of the following certifications:

- A Buy America waiver as granted by FTA.
- An audit prepared by a third party other than the manufacturer which indicates, through documentation, that the rolling stock meets the applicable Buy America requirements.
- An audit of the documentation provided by the manufacturer of the rolling stock. Documentation shall list the component and SUBCOMPONENT parts of the rolling stock to be purchased identified by the manufacturers of the parts, their country of origin and their costs; and the actual location of the final assembly point for the rolling stock, including a description of the activities that took place at the final assembly point and the cost of final assembly.

Pre-award Certification of Compliance with or Inapplicability of Federal Motor Vehicle Safety Standards

The Proposer shall submit a completed Federal Motor Vehicle Safety Standards (FMVSS) Certification, ATTACHMENT E. The City of Phoenix shall require one of the following certifications:

- A copy of the manufacturer's self-certification information that the vehicle complies with relevant Federal Motor Vehicle Safety Standards for vehicles subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration

CITY OF PHOENIX
RFP NO. 00-006

2.1.12 PRE-AWARD AND POST-DELIVERY BUS PROCUREMENT AUDITS - continued

PRE-AWARD AUDIT OF ROLLING STOCK PURCHASES - continued

Pre-award Certification of Compliance with or Inapplicability of Federal Motor Vehicle Safety Standards - continued

- A manufacturer's certification of non-applicability for vehicles (or is not a motor vehicle) not subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration.

POST-DELIVERY AUDIT OF ROLLING STOCK PURCHASES

The City of Phoenix shall complete a post-delivery audit before title to the rolling stock is transferred. A post-delivery audit shall include a post-delivery Buy America certification as described below: a post-delivery purchaser's requirements certification as described below: and a manufacturer's Federal Motor Vehicle Safety certification information as described below.

Post-Delivery Buy America Certification

The City of Phoenix shall require one of the following certifications:

- A Buy America waiver as granted by FTA.
- An audit prepared by a third party other than the manufacturer which indicates, through documentation, that the rolling stock meets the applicable Buy America requirements.
- An audit of the documentation provided by the manufacturer of the rolling stock. Documentation shall list the component and SUBCOMPONENT parts of the rolling stock to be purchased identified by the manufacturers of the parts, their country of origin and their costs; and the actual location of the final assembly point for the rolling stock, including a description of the activities that took place at the final assembly point and the cost of final assembly.

Post-Delivery Purchaser's Requirements Certification

For eleven (11) or more buses:

- Have a resident inspector (other than an agent or employee of the manufacturer) at the manufacturing site throughout the period of manufacture of the rolling stock, and monitored and completed a report on the manufacture of the rolling stock.
- The report shall, as a minimum, provide accurate records of all vehicle construction activities; and address how the construction and operation of the vehicles fulfills the contract specifications.
- A certification will be kept on file that indicates the vehicles meet the contract specifications after the report, required by the resident inspector, is reviewed and a visual inspection and road testing of the delivered vehicles is complete.

CITY OF PHOENIX
RFP NO. 00-006

POST-DELIVERY AUDIT OF ROLLING STOCK PURCHASES - continued

Post-Delivery Purchaser's Requirements Certification - continued

For ten (10) or fewer buses:

- A certification will be kept on file that indicates the vehicles meet the contract specifications after a visual inspection and road testing of the delivered vehicles is complete.

Pre-award Certification of Compliance with or Inapplicability of Federal Motor Vehicle Safety Standards

The Proposer shall submit a completed Federal Motor Vehicle Safety Standards (FMVSS) Certification, **ATTACHMENT E**. The City of Phoenix shall require one of the following certifications:

- A copy of the manufacturer's self-certification information that the vehicle complies with relevant Federal Motor Vehicle Safety Standards for vehicles subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration
- A manufacturer's certification of non-applicability for vehicles (or is not a motor vehicle) not subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration.

2.1.13 DEBARRED PROPOSER

Neither CONTRACTOR nor any officer or controlling interest holder of the CONTRACTOR, is currently, or has been previously, on a debarred proposer list maintained by the United States Government. The CONTRACTOR shall be required to submit a certified copy of **ATTACHMENT B** with this agreement.

2.1.14 BUS TESTING CERTIFICATION

In the application to the FTA for the purchase of buses, the City certified that any new bus model, or any bus model with a major change in configuration or components, acquired shall be tested at the bus testing facility, and a test report provided before final acceptance of the first vehicle by the City. The proposer as a condition of responsiveness, shall submit with the proposal a completed Bus Testing Certification, Test Report and **ATTACHMENT C**.

2.1.15 CERTIFICATION OF RESTRICTIONS ON LOBBYING

For all purchases exceeding \$100,000 the Proposer is required to complete **ATTACHMENT D** certifying compliance with P.L. 101-121, Section 319, that no Federal Funds have been used to support lobbying activities to exert influence regarding the award of a Federal contract and that such requirements have been imposed upon contractors and subcontractors.

If non-Federal Funds have been used to support lobbying activities, a disclosure form, Standard Form-LLL "Disclosure Form to Report Lobbying" must be submitted in accordance with P.L. 101-121, Section 319.

2.1.16 COMPETITIVE PROPOSER

In connection with the performance of this contract, the Proposer shall submit a completed Free Competitive Proposal Affidavit, **ATTACHMENT F**, and return with the proposal.

CITY OF PHOENIX
RFP NO. 00-006

SECTION 3 REQUIRED CLAUSES (CITY)

3.1.1 LIABILITIES AGAINST PROCURING AGENCY

The Contractor shall indemnify, keep and save harmless the City, its agents, officials and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which may accrue against the City arising out of or resulting from the Contractor's acts or omissions of its employees, servants and agents.

The City shall give the Contractor prompt notice in writing of the institution of any suit or proceeding or of any incident which could give rise to such suit or proceeding, and furnish Contractor with all information, assistance and authority to enable Contractor to defend same.

3.1.2 PATENT INFRINGEMENT

The City will advise the Contractor of any impending patent suit and provide all information available. The Contractor shall defend any suit or proceeding brought against the City based on a claim that any equipment or any part thereof furnished under this contract constitutes an infringement of any patent and the Contractor shall pay all damages and costs awarded therein, including incidental and consequential damages against the City. In case said equipment or any part thereof is in such suit held to constitute infringement and use of said equipment or parts is enjoined, the Contractor shall, at its own expense and at its option, either procure for the City the right to continue using said equipment or part or replace same with noninfringing equipment or modify it so it becomes noninfringing.

3.1.3 OMISSION

Notwithstanding the provision of drawings, technical specifications or other data by the City, the Contractor shall have the responsibility of supplying all parts and details required to make the coach complete and ready for service even though such details may not be specifically mentioned in the drawings and Specifications. Fareboxes, radios and other items that are installed by the City shall not be the responsibility of the Contractor unless they are included in this contract.

3.1.4 PRIORITY

In the event of any deviation between the description of the buses in Part II Technical Specifications and other parts of this document, the Specifications with Addendum shall govern.

3.1.5 WRITTEN CHANGE ORDERS

Oral change orders are not permitted. No change in this contract shall be made unless the Deputy Finance Director gives his prior written approval. The Contractor shall be liable for all costs resulting from and/or for satisfactorily correcting any specification change not properly ordered by written modification to the contract and signed by the Contracting Officer.

3.1.6 CHANGE ORDER PROCEDURE

Within 14 calendar days after receipt of the written change order to modify the contract, the Contractor shall submit to the Deputy Finance Director a detailed price schedule proposal for the work to be performed. This proposal shall be accepted or modified by negotiation between the Contractor and the Deputy Finance Director. At that time a detailed modification shall be executed in writing by both parties. Disagreements that cannot be resolved within negotiations shall be resolved in accordance with the contract disputes clause. Regardless of any disputes, the Contractor shall proceed with the work ordered, provided the City has obtained the prior concurrence of FTA.

CITY OF PHOENIX
RFP NO. 00-006

3.1.7 PRICE ADJUSTMENT FOR REGULATORY CHANGES

If price adjustment is indicated, either upward or downward, it shall be negotiated between the City and the Contractor for changes that are mandatory as a result of legislation or regulations that are promulgated and become effective between the date of proposal opening and the date of manufacture. Such price adjustment may be audited, where required.

3.1.8 INTERCHANGE ABILITY

All units and components procured under this contract, whether provided by suppliers or manufactured by the Contractor, shall be duplicates in design, manufacture and installation to assure Interchange ability among buses in this procurement. This Interchange ability shall extend to the individual components as well as to their locations in the buses.

3.1.9 MATERIALS/ACCESSORIES RESPONSIBILITY

The Contractor shall be responsible for all materials and workmanship in the construction of the coach and all accessories used, whether the same are manufactured by the Contractor or purchased from supplier. This provision excludes tires, fareboxes, radios and equipment leased or supplied by the City, except insofar as such equipment is damaged by the failure of a part or component for which the Contractor is responsible or except insofar as the damage to such equipment is caused by the contractor during the manufacture of the buses.

CITY OF PHOENIX
RFP NO. 00-006

SECTION 4 SERVICE AND PARTS

4.1.1 INSTRUCTORS

The Contractor shall provide at its own expense, a qualified field service technician who shall be available full-time at the Procuring Agency's property for the first 90 calendar days after delivery of the first coach. This service technician shall conduct schools and advise the personnel of the Procuring Agency on the proper operation and maintenance of the equipment. Visual and other teaching aids for use by the Procuring Agency's own training staff will also be provided. The service technician will assist the Procuring Agency in the solution of engineering or design problems within the scope of the specifications that may arise during that period.

4.1.2 ENGINEERS

The Contractor shall, at its own expense, have a competent engineering representative(s) available on request to assist the City's staff in the solution of engineering or design problems within the scope of the Specifications that may arise during the warranty period.

4.1.3 DOCUMENTS

Three copies of the as built manuals and schematics shall be submitted with the proposal and shall be included with the proposal evaluation. Proposer shall provide a sample of the as built manuals and schematics for review during the approved equal time. At the time of delivery of the first coach, the Contractor shall provide as built maintenance manual(s), current parts manual(s) and standard operator's manual(s) to the City, as listed below, as part of this contract. The Contractor shall keep maintenance manuals available for a period of three years after the date of acceptance of the buses procured under this contract. The Contractor shall also keep parts books up-to-date for a period of 5 years. The supplied maintenance and operator's manuals shall incorporate all equipment ordered on the buses covered by this procurement.. On equipment assembled from manufactured components, parts manuals shall show the manufacturer for each part and all cross-referencing between the contractor and the manufacturers.

Contractor shall provide 2 each Maintenance Manuals & Parts Manuals for first 10 buses and 1 each 15 buses thereafter and 1 Operator's Manual for each bus delivered.

All of these manuals shall be provided to the Procuring Agency at the time of delivery of the first coach.

4.1.4 SPARE PARTS

The Contractor shall guarantee the availability of replacement parts for these buses for at least a 15-year period after the date of acceptance. Spare parts shall be interchangeable with the original equipment and shall be manufactured in accordance with the quality assurance provisions of this contract.

The Contractor shall provide a parts cross reference manual which shall list the Contractor's parts numbers, the original manufacturer's parts numbers and source of the parts other than the Contractor.

If parts are foreign manufactured, the Contractor will provide a list of interchangeable parts manufactured in the United States.

The Contractor shall provide a recommended spare parts list and quantities to support the maintenance of the buses. If Phoenix Transit purchases any of the listed parts and they haven't been used for a period of one year after the expiration of the warranty period, the Contractor agrees to repurchase the parts for the amount of the original purchase price.

CITY OF PHOENIX
RFP NO. 00-006

SECTION 5 DELIVERIES

5.1.1 UNAVOIDABLE DELAYS

If the delivery of completed buses under this contract should be unavoidably delayed, the Deputy Finance Director shall extend the time for completion of the contract for the determined number of days of excusable delay. A delay is unavoidable only if the delay was not reasonably expected to occur in connection with or during the Contractor's performance and was not caused directly or substantially by acts, omissions, negligence or mistakes of the Contractor, the Contractor's suppliers or their agents and was substantial and, in fact, caused the Contractor to miss delivery dates and could not adequately have been guarded against by contractual or legal means.

5.1.2 NOTIFICATION OF DELAY

The Contractor shall notify the Deputy Finance Director as soon as the Contractor has, or should have, knowledge that an event has occurred which will delay deliveries. Within five days, the Contractor shall confirm such notice in writing, furnishing as much detail as is available.

5.1.3 REQUEST FOR EXTENSION

The Contractor agrees to supply, as soon as such data are available, any reasonable proofs that are required by the Deputy Finance Director to make a decision on any request for extension. The Deputy Finance Director shall examine the request and any documents supplied by the Contractor and shall determine if the Contractor is entitled to an extension and the duration of such extension. The Deputy Finance Director shall notify the Contractor of his decision in writing.

It is expressly understood and agreed that the Contractor shall not be entitled to damages or compensation and shall not be reimbursed for losses on account of delays resulting from any cause under this provision.

5.1.4 PREDELIVERY TESTS AND INSPECTION

The predelivery tests and inspections shall be performed at or near the Contractor's plant. They shall be performed in accordance with the procedures defined in Part III Quality Assurance Provisions and they may be witnessed by the Resident Inspector. When the coach passes these tests and inspections, the Resident Inspector shall authorize release of the coach.

5.1.5 ASSUMPTION OF RISK OF LOSS

The City shall assume risk of loss of the coach on delivery, as defined in Section 1.1.6, if delivered by common carrier drive away. Prior to this delivery, the Contractor shall have risk of loss of the coach, including any damages sustained during the common carrier drive away operation. Drivers shall keep a maintenance log in route and it shall be delivered to the City with the coach.

5.1.6 ACCEPTANCE OF COACH

Within 30 calendar days after arrival at the designated point of delivery, the coach shall undergo the City tests required by the terms of the FTA Post-Delivery Audit and successfully passing five days in revenue service. If the coach passes these tests, acceptance of the coach by the City occurs within 5 days after the tests are completed. Acceptance may occur earlier if the City notifies the Contractor of early acceptance. If the coach fails these tests, it shall not be accepted until the repair procedures defined in Section 5.1.8 have been carried out and the coach retested until it passes.

CITY OF PHOENIX
RFP NO. 00-006

5.1.7 REPAIRS AFTER NONACCEPTANCE

The City may require the Contractor, or its designated representative, to perform the repairs after nonacceptance or the work may be done by the City's personnel with reimbursement by the Contractor.

5.1.8 REPAIRS BY CONTRACTOR

If the City requires the Contractor to perform repairs after nonacceptance of the coach, the Contractor's representative must begin work within five working days after receiving notification from the City of failure of acceptance tests. The City shall make the coach available to complete repairs timely with the Contractor's repair schedule.

The Contractor shall provide, at its own expense, all spare parts, tools and space required to complete the repairs. At the City's option, the Contractor may be required to remove the coach from the City's property while repairs are being effected. If the Coach is removed from the City's property, repair procedures must be diligently pursued by the Contractor's representatives and the Contractor shall assume risk of loss while the coach is under its control.

5.1.9 REPAIRS BY CITY

Repairs after nonacceptance or warranty work shall be done by the City in accordance with the following guidelines:

- A. Parts Used - If the City decides to perform the repairs after nonacceptance of the coach, it shall correct or repair the defect and any related defects using Contractor-specified parts available from its own stock or supplied by the Contractor specifically for this repair. Monthly, or at a period to be mutually agreed upon, reports of all repairs covered by this procedure shall be submitted by the City to the Contractor for reimbursement or replacement of parts. The Contractor shall provide forms for these reports.
- B. Contractor Supplied Parts - If the Contractor supplies parts for repairs being performed by the City after nonacceptance of the coach, these parts shall be shipped prepaid to the City from any source selected by the Contractor within 10 working days after receipt of the request for said parts.
- C. Return of Defective Components - The Contractor may request that parts covered by this provision be returned to the manufacturing plant. The total cost for this action shall be paid by the Contractor.
- D. Reimbursement for Labor - The City shall be reimbursed by the Contractor for labor. The amount shall be determined by multiplying the number of man-hours actually required to correct the defect by a per hour, first class mechanic, straight wage rate, plus 75 percent fringe benefits plus the cost of towing in the coach, if such action were necessary. These wage and fringe benefit rates shall not exceed the rates in effect in the City's service garage at the time the defect correction is made.
- E. Reimbursement for Parts - The City shall be reimbursed by the Contractor for defective parts that must be replaced to correct the defect. The reimbursement shall include taxes where applicable and 25 percent handling costs.

5.1.10 TITLE

A preliminary invoice and adequate documents for securing the buses in the City's jurisdiction shall be provided to the City at least 5 calendar days before the first coach is released to the common carrier drive away. Following acceptance of each coach, the Contractor warrants that the title shall pass to the City free of all liens, mortgages and encumbrances, financing statements, security agreements, claims and demands of any character.

CITY OF PHOENIX
RFP NO. 00-006

5.1.11 LIQUIDATED DAMAGES

In the event of delay in the completion of deliveries of buses beyond the dates specified in the proposal and not subject to the contract unavoidable delays clause, the City shall assess as liquidated damages \$100 per calendar day per coach. These damages shall be deducted from any monies due or which may thereafter become due to the Contractor under this contract.

5.1.12 AUDIT AND INSPECTION OF RECORDS

The Contractor shall permit the authorized representative of the United States Department of Transportation and of the Comptroller General of the United States to inspect and audit all data and records of the Contractor relating to its performance and its subcontracts under this contract with which Federal funds are used from the date of the contract through and until the expiration of three years after completion of the contract. This section excludes the inspection data and records required in Part III Quality Assurance Provisions. The inspection and audit provided in this section does not include an audit of the manufacturer's cost and/or profit, with the exception of single proposal or sole source situations.

**CITY OF PHOENIX
RFP NO. 00-006**

SECTION 6 TERMINATION OF CONTRACT

6.1.1 TERMINATION FOR CONVENIENCE

The performance of work under this contract may be terminated by the City in accordance with this clause in whole or, from time to time, in part whenever the Deputy Finance Director shall determine that such termination is in the best interest of the City. Any such termination shall be effected by delivery to the Contractor of a notice of termination specifying the extent to which performance of work under the contract is terminated and the date upon which such termination becomes effective.

After receipt of a notice of termination, except as otherwise directed by the Contracting Officer, the Contractor shall:

- A. Stop work under the contract on the date and to the extent specified in the notice of termination;
- B. Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the contract as is not terminated;
- C. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination;
- D. Assign to the City in the manner, at the times and to the extent directed by the Deputy Finance Director, all of the right, title and interest of the Contractor under the orders and subcontracts so terminated, in which case the City shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts, with the approval or ratification of the Deputy Finance Director, to the extent he may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to the City and deliver in the manner, at the times and to the extent, if any, directed by the Deputy Finance Director, the fabricated or unfabricated parts, work in process, completed work, supplies and other materials produced as a part of or acquired in connection with their performance of, the work terminated and the completed or partially completed plans, drawings, information and other property which, if the contract had been completed, would have been required to be furnished to the City;
- F. Use its best efforts to sell, in the manner, at the times, to the extent and at the price(s) directed or authorized by the Deputy Finance Director, any property of the types referred to above, provided, however, that the Contractor shall not be required to extend credit to any purchaser and may acquire any such property under the conditions prescribed by and at a price(s) approved by the Deputy Finance Director and provided further that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the City to the Contractor under this contract or shall otherwise be credited to the price or cost of the work covered by this contract or paid in such other manner as the Deputy Finance Director may direct;
- G. Complete performance of such part of the work as shall not have been terminated by the notice of termination;
- H. Take such action as may be necessary or as the Deputy Finance Director may direct for the protection or preservation of the property related to this contract which is in the possession of the Contractor and in which the City has or may acquire an interest.

Settlement of claims by the Contractor under this termination for convenience clause shall be in accordance with the provisions set forth in Federal Procurement Regulations (FPR) 1-8.701 (c), (d), (e), (f), (g), (h), (l), (j) and (k) except that wherever the word "Government" appears it shall be deleted and the word "City" shall be substituted in lieu thereof.

**CITY OF PHOENIX
RFP NO. 00-006**

6.1.2 TERMINATION FOR DEFAULT

The City may, by written notice of default to the Contractor, terminate the whole or any part of this contract, if the Contractor fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or if the Contractor fails to perform any of the other material provisions of the contract or so fails to make progress as to materially endanger performance of this contract in accordance with its terms and in either of these two circumstances does not cure such failure within a period of 10 days (or such longer period as the Deputy Finance Director may authorize in writing) after receipt of notice from the Deputy Finance Director specifying such failure.

If the contract is terminated in whole or in part for default, the City may procure, upon such terms and in such manner as the Deputy Finance Director may deem appropriate, supplies or services similar to those so terminated. The Contractor shall be liable to the City for any excess costs for such similar supplies or services and shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor and if such default arises out of causes beyond the control of both the Contractor and subcontractor and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

Payment for completed supplies delivered to and accepted by the City shall be at the contract price. The City may withhold from amounts otherwise due the Contractor for such completed supplies such sum as the Deputy Finance Director determines to be necessary to protect the City against loss because of outstanding liens or claims of former lien holders.

If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to termination for the convenience of the City.

The rights and remedies of the City provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

**CITY OF PHOENIX
RFP NO. 00-006**

SECTION 7 COMMUNICATIONS

7.1.1 CONFIRMATIONS

Communications in connection with this contract shall be in writing and shall be delivered personally or by FAX, telex, telegram, TWX or by regular, registered or certified mail addressed to the officer(s) or employee(s) of the City and of the Contractor designated to receive such communications. Telephone calls may be used to expedite communications but shall not be official communication unless confirmed in writing.

7.1.2 OFFICIAL RECEIPT

Communications shall be considered received at the time actually received by the addressee or designated agent.

CITY OF PHOENIX
RFP NO. 00-006

SECTION 8 CONDITIONAL ACCEPTANCE

8.1.1 CONDITIONAL ACCEPTANCE

The City may withhold up to 2 percent of the total cost of each delivered and accepted coach to assure correction of infancy failures and fleet defects. The withheld funds shall be paid in full to the Contractor within 75 days of coach acceptance, unless specific defects are found in the coach or it is subject to a fleet defect. The defect(s) found shall be described and submitted in writing, including the relevant specification requirement, to the Contractor when identified within the 75-day withholding period. The withheld funds shall be paid in full to the Contractor upon repair of the coach or receipt of a written commitment from the Contractor reflecting a mutual agreement to resolve the identified deficiency. The withheld funds are not subject to the late payment provisions of Section 2.12.

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996
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001
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008
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010
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012
013
014
015
016
017
018
019
020
021
022
023
024
025
026
027
028
029
030
031
032
033
034
035

PART II
TECHNICAL SPECIFICATIONS

035
036
037
038
039
040
041
042
043
044
045
046
047
048
049
050
051
052
053
054
055
056
057
058
059
060

INDEX
SPECIAL REQUIREMENTS ATTACHMENT FORM

<u>DESCRIPTION</u>	<u>SECTION</u>	<u>PAGE</u>
Scope	2.0	II-1
Proposal Requirements	2.1	II-1
Manuals an Training	2.2	II-2
Engines	2.3	II-3
CNG Tanks	2.3.1	II-4
Transmission	2.4	II-6
Chassis	2.5	II-7
Brakes	2.6	II-8
Tires/Wheels	2.7	II-9
Cab	2.8	II-10
Body	2.9	II-11
Air Conditioning	2.10	II-13
Heating Defrosting	2.11	II-16
Electrical	2.12	II-17
Wheelchair Lift	2.13	II-18
Wheelchair Securement	2.14	II-19
Paint	2.15	II-20
Fare Box	2.16	II-21
Safety Equipment	2.17	II-22
Warranty	2.18	II-23

CITY OF PHOENIX
RFP NO. 00-006
BUS - MODIFIED VAN HSD RESERVE-A-RIDE

2. SCOPE

PROPOSERS MUST CERTIFY MEETING ALL SPECIFICATIONS AS AMENDED DURING THE PRE-PROPOSAL PROCESS WHEN SUBMITTING A PROPOSAL. ANY DEVIATIONS MAY BE A BASIS TO DECLARE THE PROPOSAL NON-RESPONSIVE. (PLEASE ALSO REFER TO GENERAL CONDITION OF PURCHASE ITEM 13 AND 14).

For the supply of seven (7) buses for the Human Resources Department, Aging Services Division. Sixteen (16) positions for ambulatory passengers and two (2) wheel chair passenger positions. They will be used to provide transportation for citizens that are being provided services for the aging.

2.1 PROPOSAL REQUIREMENTS

The buses shall as a minimum meet all Federal Motor Vehicles Safety Standards (FMVSS) and Americans with Disabilities Act (ADA) accessibility guidelines for transportation vehicles.

Please indicate for the PRE-PROPOSAL meeting the MEETS (M) or DEVIATES (D) for each specification. Based on the responses the bus specifications will be finalized with no further deviations from the specifications accepted with the proposal submittal.

SPECIAL REQUIREMENT FOR ALL VEHICLE PROCUREMENT

Arizona State statute A.R.S. 28-1302 requires that each manufacturer, factory branch, distributor branch, motor vehicle dealer, motor dealer, broker, wholesaler, and automotive recycler be licensed before engaging in business in accordance with the requirements of the law. ARS 28-1303 authorizes the Division to supervise and regulate all persons required by this article to be licensed. For in-state dealers all requirements must be met before proposal submittal and for manufacturers the application for license or license shall accompany the proposal. **Proposer is required to be licensed by the State of Arizona per ARS 28-4331 & 4333. The PROPOSER can obtain a "manufacturers or dealer license" by contracting the Arizona Department of Transportation, Dealer Services Licensing at (602) 255-7571. PROPOSER shall provide a copy of the license or the letter of application with the proposal."**

CITY OF PHOENIX
RFP NO. 00-006
BUS - MODIFIED VAN HSD RESERVE-A-RIDE
SPECIAL REQUIREMENTS ATTACHMENT FORM

Section # 2.2

Section Title MANUALS AND TRAINING

Meets Deviates

1. **Two (2) copies** each of the parts book and service manuals shall be provided **for the first ten buses and one (1) per every 15 buses of each model thereafter**. These shall include, at minimum, all mechanical, hydraulic and electric components that comprise the items(s) of equipment.
2. **Two (2) copies** each of a complete wiring and/or hydraulic schematics shall be provided **for the first ten buses and one (1) per every 15 buses of each model thereafter**. All schematics shall be clear and legible. Hydraulic schematics shall include the diameter and length of each hose and the manufacturer and part number of each fitting.
3. One (1) copy of the operator's manual per piece of equipment shall be provided.
4. **Two (2) copies** each of the manufacturers time labor guide shall be provided for each applicable component **for the first ten buses and one (1) per every 15 buses of each model thereafter**.
5. The manuals and schematics shall be as built and shall provide complete and comprehensive information on all equipment, equipment components and accessories, as supplied to comply with this specification. If changes, modifications, addition or alterations of any kind are made on the equipment, the contractor shall provide blueprints, line drawings and descriptive text sufficient to allow one of average skill in general mechanics to diagnose, repair and maintain the equipment and all components. The as built manuals and schematics shall be submitted with the proposal and shall be included with the proposal evaluation.
6. On equipment assembled from manufactured components, parts manuals shall show the manufacturer for each part and all cross-referencing between the contractor and the manufacturers. Shall be submitted with proposal.
7. The City of Phoenix shall have the right to reproduce any material for City of Phoenix educational purposes only.
8. The contractor shall provide training in the operation and maintenance of the equipment at no additional cost. This training shall be coordinated with the City of Phoenix, Public Transit Department and shall be provided to the satisfaction of the City of Phoenix, Human Service Department.
9. The contractor shall provide for a minimum of two mechanics to spend a minimum of 14 hours at the final assembly factory for product familiarity and training. **The contractor shall provide for the round trip air fare and transportation during the stay. The successful contractor to provide the City with a list of hotels and rates in the area of the factory. The City will pay hotel and meals for the mechanics.**
10. The contractor shall allow video taping of the training sessions and any tapes shall remain the sole property of the City of Phoenix.

CITY OF PHOENIX
RFP NO. 00-006
BUS - MODIFIED VAN HSD RESERVE-A-RIDE
SPECIAL REQUIREMENTS ATTACHMENT FORM

Section # 2.3

Section Title ENGINE

“The proposer is to submit costs for three alternate fuel systems, as available, in the proposer’s offer.

The fuel systems include a diesel engine, if available, and a dual fuel Compressed Natural Gas (CNG)/Unleaded Gasoline as specified below, if available, that meets the same specifications as the gasoline engine.

The minimum range requirements shall be a fuel capacity of 80 miles (CNG capacity) for the dual fuel CNG/gasoline system. All bus models shall have a fuel capacity for a minimum range of 250 miles.

All fuel systems shall meet or exceed all Federal, State and Local rules and regulations pertaining to the type of fuel used and be in compliance with NFPA 57 standards.

All fuel systems shall include all fuel filters required to deliver the fuel in the most useable state to the engine. Filters shall be of the replaceable type element and easily accessible for replacement.

Requirements:

Meets Deviate:

1. A minimum 6.8-liter or equal engine.
2. Alternator: Heavy duty, 200 amp., 12 volt. Pentex .
3. Batteries: Heavy duty 8D battery. Skirt mounted on stainless steel sliding tray.
4. Cooling system: Heavy duty with coolant recovery system and spin-on coolant filter.
5. Oil filtration system: Full flow with spin-on type filter.
6. Air cleaner: Heavy duty dry type, replaceable cartridge with remove filter reminder.
7. Remote idler system: Pentex or approved equal. Voltage monitor is required.
8. Fuel filter: Fuel filter and water separator, spin-on type.

ALTERNATIVE BI-FUEL ENGINE

9. CNG management system shall be factory calibrated and nonadjustable for the engine provided. OEM or approved equal.
10. Control system shall be complete with a custom-fitted wiring harness with each lead prefitted to length and equipped with the appropriate connector.
11. Fuel system shall have a coalescent filter.
12. Amerex or approved equal fire suppression and methane detection system.

CITY OF PHOENIX
RFP NO. 00-006
BUS - MODIFIED VAN HSD RESERVE-A-RIDE
SPECIAL REQUIREMENTS ATTACHMENT FORM

Section # 2.3.1

Section Title CNG TANKS

Requirements:

Meets Deviate:

- 1 The CNG fuel tanks shall have a capacity to provide a minimum of 80 miles.
- 2 The tanks shall be certified by all regulating agencies. Each tank shall be painted black and be labeled "**FOR CNG ONLY**". **CNG tanks shall be of the lightest material available, have a minimum certification of fifteen years and shall be capable of operating with pressures up to 3600 psi.**
- 3 Engine mounted fuel filter shall be included with replaceable type elements.
- 4 Fuel lines for CNG application shall be 3/8 inch stainless steel with 0.049" wall thickness.
- 5 **Proposer** shall provide, with the approved equals, the manufacturer, make and model of the alternative fuel conversion kits to be used for approval.
- 6 Tanks shall be secured to the coach body in a position which shall prevent damage from road hazards, slippage, loosening or rotation. The securement shall be engineered to withstand static forces in any of the six principle directions of eight times the weight of a fully pressurized cylinder. Securement bolts shall be a minimum of grade 5 bolts, with 3" diameter washers or a solid back-up plate and self-locking nuts.
- 7 The outlet, service valves, manifolds, or other fuel connections shall not be used to support any parts of the tank. The securement shall be designed to easily remove the tanks for maintenance or replacement.
- 8 Piping shall be constructed of stainless steel and connections shall be made of inverted flare type fittings or multi-farrel compression fittings capable of withstanding 4 times the working pressure. All male pipe threads shall have a pipe thread jointing material, impervious to the action of CNG, applied prior to assembly. Any piping that passes through a panel shall be protected by grommets or similar devices and will be supported at least every 24 inches _____
- 9 All hoses shall be constructed with materials that are resistant to corrosion and the actions of CNG. The hoses shall have a burst pressure of 4 times the certified peak pressure of the system. All hoses shall be continuously marked with manufacturer's name, CNG service number, and peak pressure. _____
- 10 A manually operated, quarter-turn, shutoff valve to isolate individual tanks from the fuel system shall be installed on each tank. All valves shall be readily accessible, close to the front of the coach entrance and clearly marked "**MANUAL TANK SHUTOFF VALVE**".
- 11 Back flows check valve shall be installed to prevent the return of gas from the cylinder to the filling connection.

CITY OF PHOENIX
RFP NO. 00-006
BUS - MODIFIED VAN HSD RESERVE-A-RIDE
SPECIAL REQUIREMENTS ATTACHMENT FORM

Section # 2.3.1

Section Title CNG TANKS (continued)

Meets Deviate:

- 12 All gauges shall be installed directly in front of the operator for easy reference. The gauges shall be designed and installed to prevent any gas from blowing through the gauge toward the operator in the event of failure. All gauges shall be equipped with a limited orifice, a shatterproof dial lens, and a body relief. All gauges shall be mounted, shielded and installed in a protected location to prevent vibration and damage.
- 13 Fueling connection shall be located in the standard fuel door. The door shall contain an anti-spark interlock switch to prevent engine start up when the door is open. The connector shall be designed to prevent any leakage when it is engaged or separated and shall not allow for any improper engagement.
- 14 The system shall be designed to prevent entry of dust, water, and other foreign material. The connector shall be capable of being depressurized before removal. Each coach shall have a decal located at the fueling connection that includes the following: 1. CNG Fuel Only; 2. System Working Pressure; 3. Installer's Name or Company; 4. Tanks Retest Date; 5. Total Tank Water Volume in Cubic Feet.
- 15 The compressed natural gas computer shall automatically compensate for varying ambient air and fuel temperatures.
- 16 Installation shall comply with NFPA - 52 fire protection standards.
- 17 Each CNG coach shall be clearly identified as CNG powered buses.

CITY OF PHOENIX
RFP NO. 00-006
BUS - MODIFIED VAN HSD RESERVE-A-RIDE
SPECIAL REQUIREMENTS ATTACHMENT FORM

Section No. 2.4

Section Title TRANSMISSION

Requirements:

Meets Deviate:

- 1 Four speed overdrive automatic with transmission oil cooler

CITY OF PHOENIX
RFP NO. 00-006
BUS - MODIFIED VAN HSD RESERVE-A-RIDE
SPECIAL REQUIREMENTS ATTACHMENT FORM

Section No. 2.5

Section Title CHASSIS

Requirements:

Meets Deviate:

- 1 GVW: 14,500 lbs. (maximum).
- 2 Wheelbase: 176" (minimum).
- 3 Fuel capacity: 55 gallon (minimum).
- 4 Front bumper OEM.
- 5 Rear bumper, heavy duty, wrap-around, or straight, box end.
- 6 Power steering: Power assist.
7. Tow hooks, front, frame mounted.

CITY OF PHOENIX
RFP NO. 00-006
BUS - MODIFIED VAN HSD RESERVE-A-RIDE
SPECIAL REQUIREMENTS ATTACHMENT FORM

Section No. 2.6

Section Title BRAKES

Requirements:

Meets Deviate:

- 1 Hydraulic with power booster.
- 2 Four wheel disc brakes.

CITY OF PHOENIX
RFP NO. 00-006
BUS - MODIFIED VAN HSD RESERVE-A-RIDE
SPECIAL REQUIREMENTS ATTACHMENT FORM

Section No. 2.7

Section Title TIRES/WHEELS

Requirements:

Meets Deviate:

- 1 Radial, tubeless, light truck, R215/85R x 16D.
- 2 Disc wheels 6.0 x 16 8 hole.
- 3 Spare wheel with no tire

CITY OF PHOENIX
RFP NO. 00-006
BUS - MODIFIED VAN HSD RESERVE-A-RIDE
SPECIAL REQUIREMENTS ATTACHMENT FORM

Section No. 2.8

Section Title CAB

Requirements:

Meets Deviate:

- 1 Instruments: Speedometer, oil pressure, water temperature, and voltmeter.
- 2 Steering wheel: Tilt
- 3 Sun visor: Driver side.
- 4 Driver seat: As a minimum a 6 way power seat base with lumbar and armrest.
- 5 Windshield wipers: Left and right side, Intermittent and variable speed with washers.
- 6 Rear view mirrors: Side mounted, left and right minimum 6 x 9 with separate 5" convex.
THE RIGHT SIDE MIRROR SHALL BE ELECTRIC METEGAL, REMOTE, NON-HEATED
MIRROR, PART #21.899.155d OR EQUAL. WITH CONTROL LOCATED ON
OPERATORS' CONSOLE.
- 7 All glass tinted.
- 8 Operator storage area, locking with three (3) extra keys.

CITY OF PHOENIX
RFP NO. 00-006
BUS - MODIFIED VAN HSD RESERVE-A-RIDE
SPECIAL REQUIREMENTS ATTACHMENT FORM

Section No. 2.9

Section Title BODY

Requirements:

Meets Deviate:

1 Interior Measurements

- (a) Headroom - 75" minimum.
- (b) Exterior width - 96" maximum.
- (c) Interior width - 90.5" minimum at seat level.

2 Structure and Skin

- (a) It is the intent of the specifications to describe a body on chassis structure which shall meet or exceed all FMVSS 220 requirements. All body, skin and frame structure that meet these requirements will be approved.
- (b) Roof and sidewall structure – FRP/honeycomb construction, which consists of a matrix of fiberglass reinforced plastic with an inner thickness of resin-harden honeycomb material or steel sub cage construction with steel or aluminum skin (bolted or riveted construction not acceptable). All body roof and side panels to be completely insulated. If steel or aluminum type construction is offered all components must be cleaned and treated for corrosion resistance with zinc chromate before assembly. Please submit comprehensive information on body structure and construction.
- (c) Interior Finish - Gel coated fiberglass interior cab and ceiling liner, finished to provide long lasting low maintenance interior finish for transit application. Supply information on interior finish.

3 Floor Structure - Subfloors, cross sills and other support structures shall all meet FMVSS. All metal will be cleaned, primed and painted to retard rust and corrosion. The plywood flooring shall be a minimum of 5/8" kiln dried, grade CC or better, water resistant pressure treated 7 ply plywood with sealed water resistant edges re-dried to 18% moisture or less. No exceptions. Fully undercoated with Penz Guard III prior to installation.

4 Floor shall be one continuous level from wall to wall and front to rear.

5 Floor Covering - 1/8" RCA rubber floor covering with 3/16" RCA ribbed rubber aisle. Yellow warning strip at step trim.

6 Passengers windows: Passenger side windows shall meet the following minimum requirements; black anodized exterior frame, 31% tinting, contour to body, tempered safety glass. AS2 rating, ventilating type 6" horizontal slide at top of window with positive locking mechanism. Must meet FMVSS requirements. Egress windows must be properly marked.

7 Safety stanchions (overhead stanchion and pole system) are padded and have modesty panels. A minimum of three shall be provided.

CITY OF PHOENIX
RFP NO. 00-006
BUS - MODIFIED VAN HSD RESERVE-A-RIDE
SPECIAL REQUIREMENTS ATTACHMENT FORM

Section No. 2.9

Section Title BODY (Continued)

Requirements:

Meets Deviate:

- 8 Seats: Low back bucket type to meet FMVSS 302 and 207 requirements.
 - (a) Three front seats shall be Freedman or approved equal forward facing 3-way flip seats
 - (b) Material Kings Plush, industrial weight or approved equal.
 - (c) Tilt not to exceed 8°.
 - (d) Seat cushion depth is 17".
 - (e) Hip to knee room: 27.5" (minimum).
 - (f) Rump room: 17" to 18".
 - (g) Seat cushion height from floor: 16" to 18".
 - (h) Seat belts on ambulatory seats.
 - (i) Seat formation: Front facing.
- 9 All materials must meet Fire standards per UL790 and FMVSS#30
- 10 Overhead courtesy lights.
- 11 Step well light shall meet ADA requirements.
- 12 Door: Double out, electrically operated with exterior opening switches.
 - (a) Door entry - A bus entry type door with two leaf panels are 31% tint. Clear opening: 26.5"w x 79"h.
 - (b) Entry Steps - From ground to first step 9" from first to second 9" and 10" from second to third.
 - (c) Yellow warning strip at step trim.
 - (d) Door activated entry with step lights. There shall be lighting in the stairwell and in the ceiling over the entry way.
 - (e) The entry door shall be constructed with a rack & pinion drive mechanism.
- 13 Removable package securement net or other device to contain packages and grocery bags within a confined area occupying the permanent wheelchair position behind the driver.
- 14 All attachments to body, including but not limited to, seating, wheelchair tiedowns, handrails, and operator seat shall be reinforced with steel backing plate.

CITY OF PHOENIX
RFP NO. 00-006
BUS - MODIFIED VAN HSD RESERVE-A-RIDE
SPECIAL REQUIREMENTS ATTACHMENT FORM

Section No. 2.10

Section Title AIR CONDITIONING

Requirements:

Meets Deviates

- 1 Front – OEM chassis manufacturer front air conditioning (rated at 12,000 BTU's minimum).
- 2 Rear – The rear air conditioning system shall be an A. C. Industries Model 553 or approved equal and shall meet the following minimum requirements:
 - (a) Compressor - Dual SD709 compressors, or approved equal, driven off the vehicle's engine. Both compressors shall be SD709. The single compressor is not acceptable because both front and rear air conditioning must be routed through the roof mounted condenser. Total air conditioning efficiency will be adversely affected if the front mounted OEM condenser is used. The OEM front mounted condenser shall not be used as a component of the bus air conditioning system.
 - (b) Condenser – Shall be model CM7, or approved equal, mounted at roof mounted with a minimum capacity of 76,000 BTU/Hr. @ 95° ambient rating. Drier and sight glass shall be included.
 - (c) Evaporator(s) – Shall be model EM6 front and EM1 rear roof level mounted, or approved equal, with a minimum rating at 52,000 BTU/Hr., 1330 CFM at high speed, 3 speed CFM. Coil is copper with aluminum fins, 4 rows deep.
 - (d) Driver's in-dash evaporator - 12,000-19,000 BTU/Hr., shall be separately controlled from the passenger area system. It shall include off/low/ medium/high fan speed. In-dash unit shall not interfere with removal or replacement of the engine cover or be blocked by the door control mechanism.
 - (e) Passenger area air conditioning system shall be separately controlled from a control station at the driver's position. Controls shall include on/off and 3 speed blower switching and a rotary thermostat switch. Components of the air conditioning system shall be readily accessible for maintenance.
 - (f) Refrigerant hoses shall be double braided Freon type, Goodyear, or approved equal with essentially comparable standards of quality, design and performance. Refrigerant fittings shall be an ATCO, Acroquip, or approved equal with essentially comparable standards of quality, design, and performance. _____
 - (g) The wiring must meet all specifications required. The Proposer must certify as part of the Pre Proposal Qualifications and Certification Form that the wiring for the air conditioning circuits is adequate to withstand the transient loads expected. These circuits shall be protected with automatic circuit breakers or thermal relays. _____

CITY OF PHOENIX
RFP NO. 00-006
BUS - MODIFIED VAN HSD RESERVE-A-RIDE
SPECIAL REQUIREMENTS ATTACHMENT FORM

AIR CONDITIONING (con't)

A/C SYSTEM TESTING

Bidder shall provide a certified third party performance test, A/C manufacturer's test of the system in the bus bid will be approved, which shows specifications are met. This test will be the Houston Pull down Test as modified for the Phoenix environment. Testing of the bus can be performed after award but shall be completed before delivery:

Preparation:

The bus shall be instrumented with 3 thermocouples with 2 thermocouples located 4 ft. above the floor on the center line of the bus and 1 thermocouple located in the operators compartment at head level. All locations shall be approved by the City.

The two thermocouples plus the drivers head level thermocouple shall be the points of consideration when determining pass or fail of the bus being tested.

With the bus in a closed room, adjust the room temperature control to hold $110^{\circ}\text{F} \pm 1^{\circ}\text{F}$.

The bus windows and/or roof vents may be opened to speed up soak time, if desired.

No humidity is added to the room, however, it must be monitored and recorded.

When the soak condition has been met, then a minimum of 30 minutes of data should be recorded to demonstrate a stable soaked temperature. (Monitor seat cushions mass temp. or insulated floor sensor.)

Pretest Checks:

Close all windows and vents, including the drivers fresh air for aux. heater.

The driver's defroster fans should be off for the test, but the driver's cooling blower (if installed) should be on and set to maximum.

The main fresh air intake must be closed. Be sure to note on data sheets the condition of all vents and fresh air openings.

Start the engine only and allow it to run while completing preparations.

Make a visual check of temperature probes, wet bulb samplers, room fans, windows and vents, unit thermostat (set it all the way down) and data recorder to insure that all channels are operating.

TEST

Start the data recorder and record data at one minute intervals.

No simulated solar load shall be used.

Turn on the air conditioner and exit the bus as quickly as possible - note that all doors are closed as they would be under normal operation.

The engine speed for this test is at high idle speed and may require special adjustment to hold it there. At high idle speed the A/C compressor RPM shall not exceed the manufacturers recommended RPM maximum.

CITY OF PHOENIX
RFP NO. 00-006
BUS - MODIFIED VAN HSD RESERVE-A-RIDE
SPECIAL REQUIREMENTS ATTACHMENT FORM

AIR CONDITIONING (con't)

Hold the 110EF ambient while recording data for a minimum of 35 minutes. (40 minutes is used in Houston). No humidity need be added but it must be monitored and recorded.

The requirement for passing this test is that the system shall pull the interior temperature at the seven thermocouples from 110EF down to 70EF \pm 3EF within 40 minutes from the start of the A/C system. That is all three thermocouple must be below 73EF in 40 minutes (not an average).

Contractor shall adjust the air flow in the bus to equalize cooling through out the bus while maintaining a maximum of 73E F temperature at all thermocouple positions.

CITY OF PHOENIX
RFP NO. 00-006
BUS - MODIFIED VAN HSD RESERVE-A-RIDE
SPECIAL REQUIREMENTS ATTACHMENT FORM

Section No. 2.11

Section Title HEATING DEFROSTING

Requirements:

Meets Deviate:

- 1 Front - Chassis heating defrosting and air conditioning shall be provided by the chassis manufacturer.
- 2 Passenger area - 30,000 BTU. Heating ducts shall be provided to evenly distribute heat throughout the passenger area. Fan motors shall be easily accessible.
- 3 All electrical circuits shall be located at central panel with breaker control.

CITY OF PHOENIX
RFP NO. 00-006
BUS - MODIFIED VAN HSD RESERVE-A-RIDE
SPECIAL REQUIREMENTS ATTACHMENT FORM

Section No. 2.12

Section Title: ELECTRICAL

Meets Deviate:

- 1 All wiring will be color, numbered and function coded every 6".
- 2 All wire will be bundled, loomed and/or clamped to prevent chaffing.
- 3 Wiring passing through metal is grommets to protect wiring at each location.
- 4 Electrical harness shall be preassembled & computer tested before construction.
- 5 All connectors shall be AMP plug in type.
- 6 Printed circuit legend shall be inside power panel.
- 7 All electric motors required for the bus model proposal shall be permanent magnet type brushless motors EG&G Rotron ECDE (Electronically Commutated DC) motors or approved equal. They shall be permanent magnet, totally enclosed motors with electronic drives. No brushes commentators shall be allowed. Motors shall be designed to provide for field replacement of bearings. Shaft and hardware shall be stainless steel. Motor and electronic or drive shall be sealed against environmental contamination. Minimum electric motor List is as follows:

TYPE	WARRANTY PERIOD
A/C condenser and evaporator	4 YRS.
Heater/defroster	4 YRS.
Under seat blowers	2 YRS.
Under floor blowers	2 YRS.
Radiator cooling blowers	2 YRS.
Driver's ventilation blowers	2 YRS.
Door Motors	2 YRS.

CITY OF PHOENIX
RFP NO. 00-006
BUS - MODIFIED VAN HSD RESERVE-A-RIDE
SPECIAL REQUIREMENTS ATTACHMENT FORM

Section No. 2.13

Section Title WHEELCHAIR LIFT

Requirements:

Meets Deviate:

- 1 Ricon 2005 or Braun Platform lift with automatic barriers or approved equal.
- 2 Platform dimensions 32" x 51" minimum.
- 3 Continuous lifting capacity 750 lbs.
- 4 Manual back-up pump for lift operation in the event of electrical failure.
- 5 Hand rail to assist passengers with safety straps across the front.
- 6 Lift door - Located behind entry door in front of the rear wheels curb side. A device to hold the door in the open position shall be supplied
- 7 The lift shall comply with all conditions of ADA.

CITY OF PHOENIX
RFP NO. 00-006
BUS - MODIFIED VAN HSD RESERVE-A-RIDE
SPECIAL REQUIREMENTS ATTACHMENT FORM

Section No. 2.14

Section Title WHEELCHAIR SECUREMENT

Requirements:

Meets Deviate:

- 1 Q-Straint Q-8100-A1, or approved equal, deluxe retractor system with self adjusting retractable belts with hooks. One complete system is required for each wheelchair position. Tiedown locations and wheelchair restraint belts shall be submitted with the pre-proposal requests for approved equals for approval (Include floor plan for location).

I.

CITY OF PHOENIX
RFP NO. 00-006
BUS - MODIFIED VAN HSD RESERVE-A-RIDE
SPECIAL REQUIREMENTS ATTACHMENT FORM

Section No. 2.15

Section Title PAINT

Requirements:

Meets Deviate:

- 1 Paint shall be Polyurethane enamel, DuPont White 817U. Stripes shall be painted the length of the body below the window line; DuPont Orange 29818UH and DuPont Purple 44545UH. The paint scheme shall duplicate the scheme used on all City of Phoenix HSD vehicles.
- 2 The Department name and phone number may be painted, or applied using 3M decals, in _____

l.

CITY OF PHOENIX
RFP NO. 00-006
BUS - MODIFIED VAN HSD RESERVE-A-RIDE
SPECIAL REQUIREMENTS ATTACHMENT FORM

Section No. 2.16

Section Title Fare Box

Requirements:

Meets Deviate:

- 1 Diamond fare box, Model D with 2 vaults, or approved equal. Mounted at the entry way to the bus. Vaults shall be keyed the same as an existing set of Diamond fare box vaults in operation. Location of fare box shall be approved during the pre-proposal approval process.

I.

CITY OF PHOENIX
RFP NO. **00-006**
BUS - MODIFIED VAN HSD RESERVE-A-RIDE
SPECIAL REQUIREMENTS ATTACHMENT FORM

Section No. 2.17

Section Title SAFETY EQUIPMENT

Requirements:

Meets
Deviates

1 The bus shall be equipped with two backup alarms as described below:

(a) Back-up alarm: Saf-T-Bac, or approved equal. The Saf-T-Bac system may be purchased through Greenbrier Distributing Company, PO Box 186, Buckeye, Arizona, 85326; phone number (602)943-6826.

(b) A horn shall be mounted at the rear of the vehicle that shall emit an automatically adjusted sound level of 82 through 107 decibels while the vehicle is in reverse gear. The system specified is an ECCO Smart Alarm Model 907, or an approved equal.

2 Emergency reflector kit: Three triangular reflectors with storage box..

3 Fire extinguisher: 5 lb. ABC. Secured in cab and accessible to the operator.

4 First aid kit, 25 person.

5 Transmission interlock system to disable vehicle movement when the passenger entry, emergency exit, or wheelchair lift doors are open.

CITY OF PHOENIX
RFP NO. 00-006
BUS - MODIFIED VAN HSD RESERVE-A-RIDE
SPECIAL REQUIREMENTS ATTACHMENT FORM

Section No. 2.18

Section Title WARRANTY

Requirements:

Meets Deviate:

- | | | | |
|---|---|-------|-------|
| 1 | Body one (1) year/12,000 miles. | | |
| 2 | Chassis and drive train: Thirty-six (36) months/36,000 miles. | _____ | _____ |
| 3 | Passenger compartment: A/C system, twenty-four (24) months parts and labor. | _____ | _____ |
| 4 | Wheelchair lift: Thirty-six months (36) parts and labor. This shall include the body area in which the lift is installed. | _____ | _____ |
| 5 | All other components: The vendor/proposer shall supply warranty information. | _____ | _____ |

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412
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418
419
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425
426
427
428
429
430
431
432
433
434
435
436
437
438
439
440
441
442
443
444
445
446
447
448
449
450
451
452
453
454

PART III

OFFER DOCUMENTS

INDEX
PART III

OFFER DOCUMENTS

<u>DOCUMENT</u>	<u>SECTION</u>	<u>PAGE</u>
Proposer's Offer		III-1
Proposal Price, Delivery Schedule, Alternatives and Extended Warranty	3..1	III-1
Payment Terms	3.2	III-2
Warranty Service Center	3.3	III-2
Certifications	3.4	III-3
Award Qualifications/Technical Proposal Evaluation	3.5	III-4
Addenda Certification	3.9	III-9
Buy American Certification	Attachment A	III-10
Debarred Proposer Certification	Attachment B	III-11
Bus Testing Certification	Attachment C	III-12
Certification Regarding Lobbying	Attachment D	III-13
Federal Motor Vehicle Safety Standards (FMVSS) Certification	Attachment E	III-14
Free Competitive Proposal Affidavit	Attachment F	III-15
Motor Vehicle Pollution Requirements Certification	Attachment G	III-16
Technical Information	Attachment H	III-17
Buy America Audit	Attachment I	III- 35

CITY OF PHOENIX
Phoenix, Arizona

REQUEST FOR PROPOSAL - RFP NO. 00-006
SUBJECT MATTER - BUS - MODIFIED VAN HSD RESERVE-A-RIDE
OPENING DATE AND TIME - APRIL 28, 2000, 10:30 A.M. LOCAL TIME

PROPOSER'S OFFER

In order to be considered, bidder must complete and submit their proposal on this form to the City of Phoenix Purchasing Division at the Eighth Floor, 251 West Washington, Phoenix, Arizona 85003, by no later than the opening date and time cited above. Please identify as a sealed proposal in accordance with the instructions of Provision 2 of General Bidding Instructions and Conditions of Purchase.

Bidder is to detach and retain the General Bidding Instructions and Conditions of Purchase, Additional Conditions of Purchase, Scope and attachments from this form entitled "Proposer's Offer". Only this "Proposer's Offer" form is to be returned which offer shall incorporate by reference the General Bidding Instructions and Conditions of Purchase, Additional Conditions of Purchase, Scope and attachments.

PLEASE SUBMIT FOUR (4) COPIES OF COMPLETED PROPOSER'S OFFER FORM

Proposals submitted as "acceptable alternates" should include detailed product or service literature, suitable for evaluation by the City. **IF THE MATERIAL, EQUIPMENT, OR SERVICE YOU INTEND TO OFFER HAS SIGNIFICANT VARIATIONS FROM THE SPECIFICATIONS STATED IN THIS REQUEST FOR PROPOSAL, PLEASE READ PROVISIONS 13, 14, AND 15 OF THE GENERAL BIDDING INSTRUCTIONS AND CONDITIONS OF PURCHASE AND FOLLOW THE INSTRUCTIONS ACCORDINGLY.**

CITY CANNOT ACCEPT YOUR PROPOSAL RESPONSE VIA FAX.

3.1 PROPOSAL PRICE, DELIVERY SCHEDULE, ALTERNATIVES AND EXTENDED WARRANTY

NOTE: DO NOT INCLUDE ANY SALES, USE, OR FEDERAL EXCISE TAX IN YOUR PROPOSAL. THE CITY IS EXEMPT FROM THE PAYMENT OF FEDERAL EXCISE TAX AND THIS ACQUISITION IS FOR USE FOR PUBLIC TRANSIT AND IS EXEMPT FROM BOTH STATE AND LOCAL SALES AND USE TAX.

City will not be responsible for any PROPOSER errors or omissions.

This offer shall remain in effect for a period of 90 calendar days from the PROPOSAL opening date and is irrevocable.

PROPOSAL PRICE

<u>Description</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Total Cost</u>
Gasoline Fueled Bus	7	\$ _____	\$ _____
<u>ALTERNATIVE PROPOSAL PRICES</u>			
Dual Fuel CNG/Gas Fueled Bus	7	\$ _____	\$ _____
Diesel Fueled Bus	7	\$ _____	\$ _____

DELIVERY

Days gasoline fueled bus delivery after receipt of Purchase Order. _____ Days

ALTERNATIVE PROPOSAL DELIVERY

Days dual fuel CNG/Gas fueled bus delivery after receipt of Purchase Order. _____ Days

Days diesel fueled bus Delivery after receipt of Purchase Order. _____ Days

CITY OF PHOENIX
Phoenix, Arizona

REQUEST FOR PROPOSAL - RFP 99-008
SUBJECT MATTER - STANDARD SIZE MODIFIED VANS
OPENING DATE AND TIME - APRIL 30, 1999, 10:30 A.M., LOCAL TIME

SUBMITTAL

COMPONENT ALTERNATIVE PRICING

Gasoline Engine \$ _____ each
Diesel Engine \$ _____ each
Dual Fuel CNG Fuel Engine \$ _____ each
Fire Suppression \$ _____ each bus
Methane Detection \$ _____ each bus
Forward Facing Flip Seat \$ _____ each seat Make: _____, Model: _____
Wheelchair Tiedown \$ _____ each position
Compressor (A/C) \$ _____ each

EXTENDED WARRANTY

Specify the local Service Center where the warranty work will be done. Include the cost of the extended warranty for the engine, transmission and air conditioning system.

	EXTENDED WARRANTY			
COMPONENT	YEARS	DOLLARS	SERVICE CENTER NAME	ADDRESS
Engine				
Transmission				
Air Conditioning Compressor				
Bus Body				

3.2 PAYMENT TERMS

Proposer offers a prompt payment discount of _____% _____ calendar days or _____% _____ PROXIMO (Select One), to apply after receipt of invoice or final acceptance of the products, whichever is later. If no prompt payment discount is offered, enter 0 in the % space to indicate net 30 days, otherwise payment terms shall be 2% 20 days, net 30 days; effective after receipt of invoice or final acceptance of the products, whichever is later. Payment terms offering less than 20 calendar days, either PROXIMO or regular, will not be considered in the price evaluation of your proposal. Payment terms offering 20 calendar days or more, will be considered in the proposal evaluation process.

3.3 WARRANTY SERVICE CENTER

Specify Local Service Center Warranty Work Will Be Done:

Service Center

Address

City, State, Zip Code

CITY OF PHOENIX
Phoenix, Arizona

REQUEST FOR PROPOSAL - RFP NO. 00-006
SUBJECT MATTER - BUS - MODIFIED VAN HSD RESERVE-A-RIDE
OPENING DATE AND TIME - APRIL 28, 2000, 10:30 A.M. LOCAL TIME

PROPOSER's OFFER

3.4 CERTIFICATIONS

In the event only one response is received, the City may require that the proposer submit a cost proposal in sufficient detail for the City to perform a cost analysis to determine if the proposal price is fair and reasonable.

Proposer certifies it is a: proprietorship ____; partnership ____; corporation ____.

Arizona Sales Tax No. _____
Use Tax No. for Out-of-State Suppliers _____
City of Phoenix Sales Tax No. _____

Proposer certifies that he has read, understands, and will fully and faithfully comply with this **request for proposal**, its attachments and any referenced documents. Proposer also certifies that the prices offered were independently developed without consultation with any of the other proposers or potential proposers.

Company's Legal Name _____
Address _____
City, State and Zip Code _____
Telephone Number _____
Authorized Signature _____
Printed Name and Title _____
Company's Fax Number _____
Company's Toll Free Number _____

MAILING ADDRESSES

Purchase Order: Name _____
Address _____
City _____
State and Zip Code _____

IF DIFFERENT FROM PURCHASE ORDER ADDRESS

Payment Address: Name _____
Address _____
City _____
State and Zip Code _____

CITY OF PHOENIX
Phoenix, Arizona

REQUEST FOR PROPOSAL - RFP NO. 00-006
SUBJECT MATTER - BUS - MODIFIED VAN HSD RESERVE-A-RIDE
OPENING DATE AND TIME - APRIL 28, 2000, 10:30 A.M. LOCAL TIME

PROPOSAL EVALUATION
CRITERIA

3.5 AWARD QUALIFICATIONS/TECHNICAL **PROPOSAL** EVALUATION

Award will be made to the contractor who is regularly established in the business of handicapped accessible buses, and who has demonstrated the ability to perform the required service in an acceptable manner, price notwithstanding. Technical capabilities of the contractor to accomplish the scope of work required in the **request for proposal** will be considered, including performance history on past and current government or industrial contracts. The City will also evaluate bus testing results available from the Pennsylvania Transportation Institute, Bus Testing and Research Center, Altoona, Pennsylvania and will use the results in its proposal evaluation process. The evaluation process is to help identify a bus that, based on the City's judgement, can be expected to last for 150,000 miles with proper maintenance and an additional 100,000 miles after a complete rebuild.

The evaluation procedures on the following pages will be used to determine the successful proposer for the purchase of 11, modified van. The award will be made only after evaluation of performance, standardization and other factors deemed relevant, in addition to the consideration of the initial capital cost.

The evaluation criteria are as follows:

- | | |
|--|------------------|
| A. Cost | 40 points |
| 1. Cost of Unit Selected | |
| 2. Special Tools for Unit Selected | |
| 3. Component Alternatives for Unit Selected | |
| 4. Extended Warranty for Unit Selected | |
| B. Performance | 20 points |
| 1. Bus Testing Years & Mileage | |
| 2. Bus Testing Deficiencies | |
| 3. Parts Books & Maintenance Manuals | |
| C. Delivery days required for unit selected | 15 points |
| D. Local Parts & Service Availability | 10 points |
| 1. Number of buses facility is sized for | |
| 2. Type and size of inventory of service center | |
| 3. Availability of parts at the service center | |
| E. Understanding scope | 5 points |
| 1. Warranty repair history | |
| 2. Training provided locally | |
| 3. On going maintenance after warranty | |
| F. Qualifications | 5 points |
| 1. Previous experiences | |
| 2. Financial capability | |
| G. Professional References | 5 points |
| 1. References other transit agencies | |

The City will establish a committee, consisting of members of management, operations and maintenance staff, which will evaluate the data and information submitted by all proposer's on the elements outlined above. The committee will evaluate the data and information based upon the experience and judgement of each member of the committee. Each proposer's bus will be compared only to other proposer's vehicles. Upon completion of the evaluation, the committee will make recommendations as to the ratings.

CITY OF PHOENIX
Phoenix, Arizona

REQUEST FOR PROPOSAL - RFP NO. 00-006
SUBJECT MATTER - BUS - MODIFIED VAN HSD RESERVE-A-RIDE
OPENING DATE AND TIME - APRIL 28, 2000, 10:30 A.M. LOCAL TIME

PROPOSAL EVALUATION

The proposer shall submit the following items in each category for evaluation of the proposal.

A. TOTAL COST AS PROVIDED IN PROPOSAL FOR THE UNIT SELECTED TO PURCHASE

B. PERFORMANCE

- 1 Provide a copy of the Altoona bus testing report.
- 2 Provide a copy of an existing parts and maintenance manual for the bus being delivered

BUS TESTING YEARS AND MILEAGE

It is a requirement of FTA for a bus to go through the Pennsylvania Transportation Institute, Bus Testing and Research Center, Altoona, Pennsylvania facility.

It is the intent of the City to receive a bus that can be expected to last for 150,000 miles with proper maintenance and an additional 100,000 miles after a complete rebuild.

To meet this requirement the City will evaluate the bus testing report recorded deficiencies based on the results of the Structural Durability Test, Scheduled & Unscheduled Maintenance, Accessibility, Reliability, Double-Land Change, Shakedown Test, Distortion Test and Noise Tests.

For each deficiency recorded during the bus test there will be \$100 added to the cost of each bus independent of the years or mileage tested.

It is the intent of the City to receive a bus that has been tested for the longest period and mileage and had the least number of deficiencies during the testing period.

Credit to the proposal price reducing the proposal for comparison purposes will be issued based on the following:

- | | |
|--------------------------|------------------|
| a. 4 years/100,000miles | \$ 0 credit |
| b. 5 year/150,000 miles | \$ 3,000 per bus |
| c. 6 years/200,000 miles | \$ 6,000 per bus |

BUS TESTING DEFICIENCIES

Deficiencies that had not been corrected during or after the test period will have \$500 added to cost of each unit unless documentation is available to show deficiency was corrected.

PARTS BOOK AND MAINTENANCE MANUALS

It is the intent of the City to receive parts books and maintenance manuals that clearly illustrate the vehicle being procured. The parts books, maintenance manuals and schematics are to be submitted with the proposal for review by City staff.

Credit to the proposal price reducing the proposal for comparison purposes will be issued based on the following:

CONDITION

CREDIT

- | | |
|-------------------------|------------------------------|
| 1. Acceptable Manuals | \$500 per bus |
| 2. Unacceptable manuals | \$0.00 credit will be given. |

CITY OF PHOENIX
Phoenix, Arizona

REQUEST FOR PROPOSAL - RFP NO. 00-006

SUBJECT MATTER - BUS - MODIFIED VAN HSD RESERVE-A-RIDE

OPENING DATE AND TIME - APRIL 28, 2000, 10:30 A.M. LOCAL TIME

C. DELIVERY

In addition to the days of delivery after purchase orders proposer is requested to provide the following information:

Freight Cost: \$ _____
Shipping Point: _____ (City, State)
Shipping Mode: _____
Name of Carrier: _____

D. LOCAL PARTS AND SERVICE AVAILABILITY

Describe the availability of local service and parts to comply satisfactorily with all requirements of this RFP. This section to include State of Arizona manufacturer or dealer license number and location of service center and main type of service provide. In leu of license number proposer may submit letter of application for manufacturer or dealers license with location, size and buildings of service center and date to be in service.

State of Arizona Manufacturer or Dealer License Number _____

Location of Service Center _____

What is the main type of service provided _____

Building type and size at the service center _____

Is your service center a full service, service center for all bus parts and components? Yes ____ No ____

If no, where is the location for other bus part and component service center? _____

If yes, does the service center carry all the parts and components in inventory? Yes ____ No ____

If no, what parts or components are not provided by the service center and where is the nearest source of the parts and inventory? _____

E. UNDERSTANDING OF SCOPE

PROPOSER is to provide below an understanding of the contractual undertaking. The PROPOSER needs to as a minimum: 1. Describe the role in providing warranty repair of the buses. 2. Describe the warranty procedures. 3. Describe your obligation and time allotted for completing the warranty repairs for major repairs such as engine, transmission, air conditioning, and wheelchair lift.. 4. Describe your obligation and time allotted for completing the warranty repairs for minor repairs. 5. Describe the training provided for the bus operators. 6. Describe the training provided for maintenance personnel. 6. List of video tapes that will be provided for training. 7. Describe what your practice and obligation is to provide for on going maintenance after the warranty period is complete.

If necessary, attach any contractual warranties not required in the proposal, training programs and maintenance references or any other information that will describe your understanding of the contract.

CITY OF PHOENIX

Phoenix, Arizona

REQUEST FOR PROPOSAL - RFP NO. 00-006

SUBJECT MATTER - BUS - MODIFIED VAN HSD RESERVE-A-RIDE

OPENING DATE AND TIME - APRIL 28, 2000, 10:30 A.M. LOCAL TIME

PROPOSAL EVALUATION

F. QUALIFICATIONS

Complete the following PROPOSERS Questionnaire

This statement is an integral part of PROPOSER's Statement of Qualifications and shall be completed. All references and information shall be current and traceable. If PROPOSER is a joint venture, a separate form shall be prepared by each participant in the joint venture. Failure to provide all data requested may result in the Proposal being determined non-responsive by CITY.

If a partnership, list names and addresses of partners; if a corporation, list names of officers and directors and State of Incorporation; if a joint venture, list names and addresses of joint ventures and, if any joint ventures is a corporation, partnership, or joint venture, list the same information for each such corporation, partnership, or joint venture.

Describe your previous experience on projects of similar size, scope and complexity.

Has PROPOSER ever been terminated for breach of contract during the past five years by any agency.

Yes ___ No ___.

If yes, provide a detailed description of the circumstances for such termination, the date of termination and the name of the public agency.

Descriptive Literature

Literature that describes the financial status of the company submitting the proposal.

Literature about the manufacturer of the buses

Literature pertaining to the bus components that may help in the evaluation.

CITY OF PHOENIX
Phoenix, Arizona

REQUEST FOR PROPOSAL - RFP NO. 00-006
SUBJECT MATTER - BUS - MODIFIED VAN HSD RESERVE-A-RIDE
OPENING DATE AND TIME - APRIL 28, 2000, 10:30 A.M. LOCAL TIME

PROPOSAL EVALUATION

G. PROFESSIONAL REFERENCES

List the agencies for which PROPOSER HAS performed services similar to the work described in this RFP during the past five years. Include contract person, current telephone number, type of vehicle provided, dates of service and the name of the client. Identify at least three public transit agency clients.

AGENCY: _____ TYPE OF VEHICLE: _____

CONTACT PERSON: _____ TELEPHONE NUMBER: _____

DATE OF SERVICE: _____

AGENCY: _____ TYPE OF VEHICLE: _____

CONTACT PERSON: _____ TELEPHONE NUMBER: _____

DATE OF SERVICE: _____

AGENCY: _____ TYPE OF VEHICLE: _____

CONTACT PERSON: _____ TELEPHONE NUMBER: _____

DATE OF SERVICE: _____

CITY OF PHOENIX
Phoenix, Arizona

REQUEST FOR PROPOSAL - RFP NO. 00-006
SUBJECT MATTER - BUS - MODIFIED VAN HSD RESERVE-A-RIDE
OPENING DATE AND TIME - APRIL 28, 2000, 10:30 A.M. LOCAL TIME

PROPOSER's OFFER

3.6 ADDENDA CERTIFICATION

The undersigned acknowledges receipt of the following addenda to the documents:

Addendum Number _____, dated

Addendum Number _____, dated

Addendum Number _____, dated

Addendum Number _____, dated

Addendum Number _____, dated

Addendum Number _____, dated

Failure to acknowledge receipt of all addenda may cause the proposal to be considered not responsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the offer.

Proposer:

Signature

Title

CITY OF PHOENIX
Phoenix, Arizona

REQUEST FOR PROPOSAL - RFP NO. 00-006
SUBJECT MATTER - BUS - MODIFIED VAN HSD RESERVE-A-RIDE
OPENING DATE AND TIME - APRIL 28, 2000, 10:30 A.M. LOCAL TIME

PROPOSER's OFFER - Continued

ATTACHMENT A

BUY AMERICAN CERTIFICATION

Certification Requirement for Procurement of Buses, Other Rolling Stock and Associated Equipment

If buses, or other rolling stock (including train control, communication and traction-powered equipment) are being procured, the appropriate certificate, as set forth below, shall be completed and submitted by each proposer.

Certification of Compliance with Section 165(b)(3)

The proposer hereby certifies that it will comply with the requirements of Section 165(b)(3) of the Surface Transportation Assistant Act of 1982 and the applicable regulations in 49 CFR, Part 661.11.

Date: _____

Authorized Official: _____

Title: _____

Certificate of Non-Compliance with Section 165(b)(3)

The proposer hereby certifies that is cannot comply with the requirements of Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, but it may qualify for an exception to the requirement pursuant to Section 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act and regulations in 49 CFR, Part 661.7.

Date: _____

Authorized Official: _____

Title: _____

CITY OF PHOENIX
Phoenix, Arizona

REQUEST FOR PROPOSAL - RFP NO. 00-006
SUBJECT MATTER - BUS - MODIFIED VAN HSD RESERVE-A-RIDE
OPENING DATE AND TIME - APRIL 28, 2000, 10:30 A.M. LOCAL TIME

ATTACHMENT B

DEBARRED PROPOSER CERTIFICATION

CERTIFICATION REGARDING DEPARTMENT SUSPENSION, AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION

- (1) The prospective participant (bidder for a federally funded project) certifies, by submission of this proposal and certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (2) Where the prospective participant is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this proposal.

THE PARTICIPANT (bidder for a federally funded project), CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. 3801 ET SEQ. ARE APPLICABLE THERETO.

Authorized Official

Title of Authorized Official

Date

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CITY OF PHOENIX
Phoenix, Arizona

REQUEST FOR PROPOSAL - RFP NO. 00-006
SUBJECT MATTER - BUS - MODIFIED VAN HSD RESERVE-A-RIDE
OPENING DATE AND TIME - APRIL 28, 2000, 10:30 A.M. LOCAL TIME

ATTACHMENT C

BUS TESTING CERTIFICATION

The Bidder certifies that the bus meets the bus testing certification of compliance requirements of Federal Register 49 CFR Part 665 and the test report and results are enclosed.

Authorized Official

Title of Authorized Official

Date

CITY OF PHOENIX
Phoenix, Arizona

REQUEST FOR PROPOSAL - RFP NO. 00-006
SUBJECT MATTER - BUS - MODIFIED VAN HSD RESERVE-A-RIDE
OPENING DATE AND TIME - APRIL 28, 2000, 10:30 A.M. LOCAL TIME

ATTACHMENT D

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans and Cooperative Agreements

Section 319 of Public Law 101-121 prohibits recipients of Federal contracts from using appropriated funds for lobbying U.S. Federal Agencies or the United States Congress in connection with a specific covered Federal action and requires all persons to disclose lobbying if they request or receive a covered Federal action.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontractors, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

THIS CERTIFICATION IS A MATERIAL REPRESENTATION OF FACT UPON WHICH RELIANCE WAS PLACED WHEN THIS TRANSACTION WAS MADE OR ENTERED INTO. SUBMISSION OF THIS CERTIFICATION IS A PREREQUISITE FOR MAKING OR ENTERING INTO THIS TRANSACTION IMPOSED BY SECTION 1352, TITLE 31, U.S. CODE. ALL PROVISIONS OF PUBLIC LAW 101-121, SECTION 319 ARE APPLICABLE THERETO.

Signature of Authorized Official

Title of Authorized Official

Date

CITY OF PHOENIX
Phoenix, Arizona

REQUEST FOR PROPOSAL - RFP NO. 00-006
SUBJECT MATTER - BUS - MODIFIED VAN HSD RESERVE-A-RIDE
OPENING DATE AND TIME - APRIL 28, 2000, 10:30 A.M. LOCAL TIME

ATTACHMENT E

FEDERAL MOTOR VEHICLE SAFETY STANDARDS (FMVSS) CERTIFICATION

FMVSS Certification for Both Pre-Award and Post-Delivery

The Proposer hereby certifies that it has provided the City with self-certification information with this proposal and will provide post-delivery self-certification information necessary to meet the FMVSS. Essentially, this means that the Proposer will describe in writing the content of the certification label contained on the vehicle pursuant to 49 CFR part 567.

Date: _____

Authorized Official: _____

Title: _____

FMVSS Certification for New Model Vehicles

In case of a new model vehicle built in response to these specifications and no FMVSS certification is available for the pre-award stage, the Proposer shall provide in writing the content of the certification label contained on the vehicle pursuant to 49 CFR part 567 at the post-delivery stage.

Date: _____

Authorized Official: _____

Title: _____

CITY OF PHOENIX
Phoenix, Arizona

REQUEST FOR PROPOSAL - RFP NO. 00-006
SUBJECT MATTER - BUS - MODIFIED VAN HSD RESERVE-A-RIDE
OPENING DATE AND TIME - APRIL 28, 2000, 10:30 A.M. LOCAL TIME

ATTACHMENT F

FREE COMPETITIVE BIDDING AFFIDAVIT

(Section 1128 of Title 23, United States Code)

State of

County of

I, _____ (Contractor by

(name and title of authorized representative) says and certifies: That said Contractor has not, either directly, or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the Contract for Bid No. _____.

Contractor

Name and Title of Authorized
Representative

Date

Taken, subscribed and sworn to before me this _____ day of _____, 19 ____.

Notary Seal

Notary Public

My commission expires:

CITY OF PHOENIX
Phoenix, Arizona

REQUEST FOR PROPOSAL - RFP NO. 00-006
SUBJECT MATTER - BUS - MODIFIED VAN HSD RESERVE-A-RIDE
OPENING DATE AND TIME - APRIL 28, 2000, 10:30 A.M. LOCAL TIME

ATTACHMENT G

MOTOR VEHICLE POLLUTION REQUIREMENTS CERTIFICATION

_____ hereby certifies that:
(Proposer)

- a) The horsepower of the vehicle is adequate for the speed, range and terrain in which it will be required to operate and also to meet the demands of all auxiliary power equipment.
- b) All gasses and vapors emanating from the crankcase of a spark-ignition engine are controlled to minimize their escape into the atmosphere.
- c) Visible emission from the exhaust will not exceed No. 1 on the Ringlemann Scale when measured six inches from the tailpipe with the vehicle in steady operation.
- d) When the vehicle has been idled for three (3) minute and then accelerated to 80 percent of rated speed under load, the capacity of the exhaust will not exceed No. 2 on the Ringlemann Scale for more than five (5) seconds, and not more than No. 1 on the Ringlemann Scale thereafter.

Signature of Authorized Signee

Title

Date

ATTEST:

Name

Title

Date

CITY OF PHOENIX
Phoenix, Arizona

REQUEST FOR PROPOSAL - RFP NO. 00-006
SUBJECT MATTER - BUS - MODIFIED VAN HSD RESERVE-A-RIDE
OPENING DATE AND TIME - APRIL 28, 2000, 10:30 A.M. LOCAL TIME

ATTACHMENT H

TRANSIT BUS SPECIFICATIONS

TECHNICAL INFORMATION TO BE FURNISHED BY CONTRACTOR WITH PROPOSAL

- A. Bus Manufacturer
- B. Bus Model Number
- C. Country Of Origin _____ Final Assembly _____ Percent USA _____
- D. Dimensions
- Overall Length
- Over Bumpers ____ft.____in. Over Body ____ft.____in.
- Overall Width
- Over Body Excluding Mirrors ____in. Over Body Including Mirrors ____in.
- Over Tires ____in.
- Overall Height
- Over Height (maximum) ____in. Over Height (main roof line) ____in.
- Overhang, Centerline of Axle Over Bumper
- Front ____ft.____in. Rear ____ft.____in.
- Angle of Approach ____deg. Angle of Departure ____deg. Break Over Angle ____deg.
- Floor Heights from Ground empty
- Front Step Height ____in. Middle Step Height ____in.
- Rear Step Height ____in. Rear Step Depth ____in.
- Wheelchair Entry, Kneel Height ____in.
- Step Riser Heights and Step Depths as necessary
- Interior 1st Step Height ____in. Interior 1st Step Depth ____in.
- Interior 2nd Step Height ____in. Interior 2nd Step Depth ____in.

Interior Head Room

Front Axle (Center of Aisle) ____in. Mid Axle (Center of Aisle) ____in.

Rear Axle (Center of Aisle) ____in. Turn table ____in.

Front Horizontal Handrails ____in. Mid Horizontal Handrails ____in.

Rear Horizontal Handrails ____in.

Aisle Width

Between Front Wheelwell (minimum) ____in. Between Middle Wheel Wells ____in.

Between Transverse Seats (minimum) ____in.

Interior Width

Turn Table Width ____in. Between Rear Wheel Wells ____in.

Minimum Ground Clearance (between bus and ground)

Excluding All Axles Front Jacking Pads ____in.

Axles Front Axle ____in. Middle Axle ____in. Rear Axle ____in.

Turning Radius

Right ____ft.____in. Left ____ft.____in.

Body Turning Radius

Right ____ft.____in. Left ____ft.____in.

Wheel Base

Front ____ft.____in. Trailer ____ft.____in.

Floor

Interior Length ____ft.____in. Interior Width ____ft.____in.

Passenger Doorway Clear Opening (including grab handles)

Front Height ____in. Front Width ____in. Mid Height ____in. Mid Width ____in.

Rear Height ____in. Rear Width ____in.

E. Weight of Bus

	On Front Axle	Middle Axle	Rear Axle	Total
Full Complement				
<u>Fuel, Oil, Water</u>	_____ lbs.	_____ lbs.	_____ lbs.	_____ lbs.
At GVWR	_____ lbs.	_____ lbs.	_____ lbs.	_____ lbs.

F. Doors

Manufacturer _____ Type _____

Model Number _____ Manufacturer Country _____

G. Door Control

Manufacturer _____ Type _____

Model Number _____ Manufacturer Country _____

H. Operator Seat

Manufacturer _____ Type _____

Model Number _____ Manufacturer Country _____

Seat Fabric Pattern: _____ Fabric Country Origin _____

Panel Type & Pattern: _____ Panel Country Origin _____

I. Passenger Seats

Manufacturer _____ Type _____

Model Number _____ Manufacturer Country _____

Seat Fabric Pattern: _____ Fabric Country Origin _____

Panel Type & Pattern: _____ Panel Country Origin _____

Total Number of Passenger Seats _____ Number of Parameter _____

Number of forward facing _____ Number of Wheelchair Positions _____

Hip to Knee Minimum Room _____ in. Minimum Foot Room _____ in.

J. Wheelchair Securement System

Manufacturer _____ Type _____

Model Number _____ Manufacturer Country _____

Minimum W/C Position Length _____ In. Minimum W/C Position Width _____ In.

Belt Retractors

Manufacturer _____ Type _____

Model Number _____ Manufacturer Country _____

K1. Engine, Main (Diesel)

Manufacturer _____ Type _____

Model Number _____ Manufacturer Country _____

Weight, Dry _____ lbs Number of Cylinders _____ Number of Belts _____

Bore _____ in. Stroke _____ in. Displacement _____ cu. in.

Compression Ratio _____ Valve type _____ Valve Size _____

Injector Type _____ Injector Size _____

Net S.A.E. Horsepower _____ hp at _____ rpm Net S.A.E. Torque _____ ft.-lbs. at _____ rpm

Crankcase Oil Capacity (New Engine, Dry _____ gals.; New Engine, Wet _____ gals.)

Current Year Certified Emissions

	NMHC	CO	NOx	PM
Diesel	_____ g/BHP-hr	_____ g/BHP-hr	_____ g/BHP-hr	_____ g/BHP-hr

K2. Engine, Main (LNG)

Manufacturer _____ Type _____

Model Number _____ Manufacturer Country _____

Weight, Dry _____ lbs. Number of Cylinders _____ Number of Belts _____

Bore _____ in. Stroke _____ in. Displacement _____ cu. in.

Compression Ratio _____ Valve type _____ Valve Size _____

Injector Type _____ Injector Size _____

Net S.A.E. Horsepower _____ hp at _____ rpm Net S.A.E. Torque _____ ft.-lbs. at _____ rpm

K2. Engine, Main (LNG) (Continued)

Crankcase Oil Capacity (New Engine, Dry ____gals.; New Engine, Wet ____gals.)

Fuel Pressure Range LNG ____p.s.i. to ____p.s.i.

Current Year Certified Emissions

	NMHC	CO	NOx	PM
Natural Gas	____g/BHP-hr	____g/BHP-hr	____g/BHP-hr	____g/BHP-hr

L. Turbo Charge,

Make _____ Type _____

Model # _____ Manufacturer Country _____

Maximum Speed, Not Loaded ____rpm Maximum Speed, Full Load ____rpm

Speed at Idle ____rpm Speed at Fast Idle ____rpm

M. Catalytic Converter

Manufacturer _____ Type _____

Model Number _____ Manufacturer Country _____

N.. Transmission

Manufacturer _____ Type _____

Model Number _____ Manufacturer Country _____

Oil Capacity with heat exchanger ____gal

Gear Ratios	1st	2nd	3rd	4th	5th
FORWARD RPM	_____	_____	_____	_____	_____
REVERSE RPM	_____	_____	_____	_____	_____
Shift Speeds	1st-2nd	2nd-3rd	3rd-4th	4th-5th	
RPM	_____	_____	_____		

- O. Retarder
Manufacturer _____ Type _____
Model Number _____ Manufacturer Country _____
Ratio _____% OFF _____% ON Size _____
- P. Alternator
Manufacturer _____ Type _____
Model Number _____ Manufacturer Country _____
Output at Idle _____amps Output at Maximum Speed _____amps
Maximum Warranted Speed _____rpm Speed at Idle _____rpm
Drive Type _____
- Q. Starter Motor
Manufacturer _____ Type _____
Model Number _____ Manufacturer Country _____
- R. Air Compressor(s) (Air System)
Manufacturer _____ Type _____
Model Number _____ Manufacturer Country _____
Capacity at Idle _____cfm Capacity at Maximum Speed _____cfm
Maximum Warranted Speed _____rpm Speed at Idle _____rpm
Drive Type _____
- S. Axle, Front
Manufacturer _____ Type _____
Model Number _____ Manufacturer Country _____
Gross Axle Weight Rating _____lbs. Gross Vehicle Weight Rating _____lbs.
- T. Axle, Middle
Manufacturer _____ Type _____
Model Number _____ Manufacturer Country _____
Gross Axle Weight Rating _____lbs. Gross Vehicle Weight Rating _____lbs.

U. Axle, Rear
 Manufacturer _____ Type _____
 Model Number _____ Manufacturer Country _____
 Gross Axle Weight Rating _____ lbs. Gross Vehicle Weight Rating _____ lbs.
 V. Drive Axle Ratio
 Axle Ratio _____ Final _____
 W. Suspension (Front)
Shock Absorber
 Manufacturer _____ Type _____
 Model Number _____ Manufacturer Country _____
Air Springs (Bags)
 Manufacturer _____ Type _____
 Model Number _____ Manufacturer Country _____
Level Valves
 Manufacturer _____ Type _____
 Model Number _____ Manufacturer Country _____
 X. Suspension (Rear)
Shock Absorber
 Manufacturer _____ Type _____
 Model Number _____ Manufacturer Country _____
Air Springs (Bags)
 Manufacturer _____ Type _____
 Model Number _____ Manufacturer Country _____
Level Valves
 Manufacturer _____ Type _____
 Model Number _____ Manufacturer Country _____

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Y. Steering Pump

Manufacturer _____ Type _____

Model Number _____ Manufacturer Country _____

Relief Pressure _____psi Power Steering Fluid Capacity _____gals.

Z. Steering Booster

Manufacturer _____ Type _____

Model Number _____ Manufacturer Country _____

Ratio _____

AA. Steering Box

Manufacturer _____ Type _____

Model Number _____ Manufacturer Country _____

Effort at Steering Wheel (unloaded stationary bus on dry asphalt pavement) _____lbs.

Ratio _____

AB. Brakes

Manufacturer _____ Type _____

Model Number _____ Manufacturer Country _____

AC. Brake Chambers

Front

Manufacturer _____ Type _____

Model Number _____ Manufacturer Country _____

Middle

Manufacturer _____ Type _____

Model Number _____ Manufacturer Country _____

Rear

Manufacturer _____ Type _____

Model Number _____ Manufacturer Country _____

AD. Slack Adjusters
Length
Front Take-Up _____ in. Middle Take-Up _____ in. Rear Take-Up _____ in.
Right Front
Manufacturer _____ Type _____
Model Number _____ Manufacturer Country _____
Left Front
Manufacturer _____ Type _____
Model Number _____ Manufacturer Country _____
Right Mid
Manufacturer _____ Type _____
Model Number _____ Manufacturer Country _____
Left Mid
Manufacturer _____ Type _____
Model Number _____ Manufacturer Country _____
Right Rear
Manufacturer _____ Type _____
Model Number _____ Manufacturer Country _____
Left Rear
Manufacturer _____ Type _____
Model Number _____ Manufacturer Country _____
AE. Brake Drums
Front
Manufacturer _____ Type _____
Model Number _____ Manufacturer Country _____
Diameter _____ in.

AE. Brake Drums (Continued)

Middle

Manufacturer _____ Type _____

Model Number _____ Manufacturer Country _____

Diameter _____ in.

Rear

Manufacturer _____ Type _____

Model Number _____ Manufacturer Country _____

Diameter _____ in.

AF. Brake Block

Manufacturer _____ Type _____

Model Number _____ Manufacturer Country _____

Brake Block Identification

Front Forward _____ Front Reverse _____

Middle Forward _____ Middle Reverse _____

Rear Forward _____ Rear Reverse _____

Brake Blocks Per Shoe

Front _____ Middle _____ Rear _____

Brake Block Widths

Front _____ in. Middle _____ in. Rear _____ in.

Brake Block Lengths

Front _____ in. Middle _____ in. Rear _____ in.

Brake Block Thickness

Front _____ in. Middle _____ in. Rear _____ in.

Brake Block Area Per Wheel

Front _____ sq. in. Middle _____ sq in. Rear _____ sq. in.

714 AG. Anti Lock Brake System

715
716 Manufacturer _____ Type _____

717
718 Model Number _____ Manufacturer Country

719
720 AH. Cooling System

721
722 Radiator Fan Speed Control

723
724 Manufacturer _____ Type _____

725
726 Model Number _____ Manufacturer Country

727
728 Total Cooling and Heating System Capacity _____ gals.

729
730 Surge Tank Capacity _____ gal Engine Thermostat Temperature Setting _____ °F

731
732 Overheat Alarm Temperature Sending Unit Setting _____ °F

733
734 AI. Radiator

735
736 Manufacturer _____ Type _____

737
738 Model Number _____ Manufacturer Country

739
740 Number of Tubes _____ Tubes Outer Diameter _____ in.

741
742 Fins Per Inch _____ fins Fin Thickness _____ in.

743
744 AJ. Pressure Switches

745
746 Manufacturer _____ Type _____

747
748 Model Number _____ Manufacturer Country

749
750 High Pressure _____ psi opens _____ psi closes; Low Pressure _____ psi opens _____ psi closes

751
752 Oil Pressure _____ psi opens _____ psi closes

753
754 AK. Air Reservoir Capacity

755
756 Manufacturer _____ Type _____

757
758 Model Number _____ Manufacturer Country

759
760 Supply Reservoir _____ Cu. In. Primary Reservoir _____ Cu. In.

761
762 Secondary Reservoir _____ Cu. In. Parking Reservoir _____ Cu. In.

763
764 Accessory Reservoir _____ Cu. In. Other Reservoir _____ Cu. In.

AL. Heating, Air Conditioning and Ventilating Equipment

Manufacturer _____ Type _____

Model Number _____ Manufacturer Country _____

Air Conditioning System _____ B.T.U. (2100 Engine RPM, 110°F Ambient)

Heating System Capacity _____ B.T.U. Ventilating Capacity _____ cfm

AM. Compressor

Manufacturer _____ Type _____

Model Number _____ Manufacturer Country _____

Refrigerant Type _____ Refrigerant lbs. _____ No. of Cylinders _____ Driving Ratio Diesel _____

Driving Ratio LNG _____ Maximum Warranted Speed _____ rpm Operating Speed _____ rpm

Head Pressure _____ Max at 110°F 3°F Oil Capacity Dry _____ Gals. Wet _____ Pints

AN. Condenser

Manufacturer _____ Type _____

Model Number _____ Manufacturer Country _____

No. of Rows _____ No. of Fins/in. _____ O.D. of Tube _____ in.

Fin Thickness _____ in. Air Exchange Rate _____ at high idle

AO. Condenser Motor

Manufacturer _____ Type _____

Model Number _____ Manufacturer Country _____

Fan Diameter _____ in. Speed Maximum _____ rpm

Flow Rate (maximum) _____ cfm Number of Fans _____

808 AP. Evaporator
 809
 810 Manufacturer _____ Type _____
 811
 812 Model Number _____ Manufacturer Country _____
 813
 814 Number of Rows _____ Number of Fins/inch _____
 815
 816 Outer Diameter of Tube _____in. Fin Thickness _____in.
 817
 818 Number of Evaporators _____ Air Flow Rate At High Idle _____cfm
 819
 820 AQ. Expansion Valve
 821
 822 Manufacturer _____ Type _____
 823
 824 Model Number _____ Manufacturer Country _____
 825
 826 AR. Filter - Drier
 827
 828 Manufacturer _____ Type _____
 829
 830 Model Number _____ Manufacturer Country _____
 831
 832 AS. Heater Cores
 833
 834 Manufacturer _____ Type _____
 835
 836 Model Number _____ Manufacturer Country _____
 837
 838 Number of Fins/inch _____ Outer Diameter of Tube _____in. Fin Thickness _____in.
 839
 840 Number of Heater Cores _____
 841
 842 AT. Heater Blowers
 843
 844 Manufacturer _____ Type _____
 845
 846 Model Number _____ Manufacturer Country _____
 847
 848 Capacity _____cfm
 849
 850 AU. Heater Motors
 851
 852 Manufacturer _____ Type _____
 853
 854 Model Number _____ Manufacturer Country _____
 855
 856 Horsepower _____hp Speed _____rpm to _____rpm
 857
 858

858 AV. Operator Area Heat & Cool

859 Booster Blower or Air Conditioning

861 Manufacturer _____ Type _____

863 Model Number _____ Manufacturer Country _____

865 Air Flow Rate _____ cfm

867 Heater

869 Manufacturer _____ Type _____

871 Model Number _____ Manufacturer Country _____

873 Capacity Heater _____ B.T.U.

875 AW. Pony Motor

877 Manufacturer _____ Type _____

879 Model Number _____ Manufacturer Country _____

881 Horsepower _____ hp Operating Speed _____ rpm

883 Cooling at Main Engine Idle _____ B.T.U./hr Cooling at Main Engine Max _____ B.T.U./hr

885 AX. Lighting

887 Interior Passenger

889 Manufacturer _____ Type _____

891 Model Number _____ Manufacturer Country _____

893 Doorway

895 Front Illumination _____ Candle Power Rear Illumination _____ Candle Power

897 Powerpack

899 Manufacturer _____ Type _____

901 Model Number _____ Manufacturer Country _____

904 AY. Exterior Lighting
905
906 Deceleration Alert
907
908 Manufacturer _____ Type _____
909
910 Model Number _____ Manufacturer Country
911
912 Side Directional
913
914 Manufacturer _____ Type _____
915
916 Model Number _____ Manufacturer Country
917
918 Directional, Stop & Tail
919
920 Manufacturer _____ Type _____
921
922 Model Number _____ Manufacturer Country
923
924 Flasher
925
926 Manufacturer _____ Type _____
927
928 Model Number _____ Manufacturer Country
929
930 Head Lamp
931
932 Manufacturer _____ Type _____
933
934 Model Number _____ Manufacturer Country
935
936 Transfer Alert Light
937
938 Manufacturer _____ Type _____
939
940 Model Number _____ Manufacturer Country
941
942 Back-up Lights
943
944 Manufacturer _____ Type _____
945
946 Model Number _____ Manufacturer Country
947
948 Alarms
949
950 Manufacturer _____ Type _____
951
952 Model Number _____ Manufacturer Country
953
954 Decibel Level Backup Alarm _____ Decibel Level Ramp/kneeling Alarm _____
955
956 Save T Back Alarm Yes _____ No
957
958

AZ. Ramp Equipment
Manufacturer _____ Type _____
Model Number _____ Manufacturer Country _____
Dimensions
Width of Ramp _____ in. Length of Ramp _____ in.
Total Length From Bus Deployed _____ in. System Fluid Capacity _____ qts
Type Fluid Used _____

BA. Tires
Manufacturer _____ Type _____
Model Number _____ Manufacturer Country _____
Size _____ Load Range _____ (Recommended)
Pressure Max _____ psi

BB. Wheels
Manufacturer _____ Type _____
Model Number _____ Manufacturer Country _____
Size _____

BC. Fuel Tank (Diesel)
Manufacturer _____ Type _____
Model Number _____ Manufacturer Country _____
Total Capacity _____ Gal.

BD. Fuel Tank (LNG)
Manufacturer _____ Type _____
Model Number _____ Manufacturer Country _____
Number of Tanks _____ Total Capacity _____ Gallons LNG
Useable Capacity _____ Gallons LNG

008 BE. Fuel Receptacle
009
010 Manufacturer _____ Type _____
011
012 Model Number _____ Manufacturer Country
013
014 BF. Fuel System
015
016 Controller
017
018 Manufacturer _____ Type _____
019
020 Model Number _____ Manufacturer Country
021
022 Regulator
023
024 Manufacturer _____ Type _____
025
026 Model Number _____ Manufacturer Country
027
028 Electronics
029
030 Manufacturer _____ Type _____
031
032 Model Number _____ Manufacturer Country
033
034 Evaporator
035
036 Manufacturer _____ Type _____
037
038 Model Number _____ Manufacturer Country
039
040 Gauges
041
042 Manufacturer _____ Type _____
043
044 Model Number _____ Manufacturer Country
045
046 Fittings
047
048 Manufacturer _____ Type _____
049
050 Model Number _____ Manufacturer Country
051
052

BG. Fire Suppression

Manufacturer _____ Type _____
Model Number _____ Manufacturer Country _____
Type of Sensor _____ Capacity _____ GAL.
Type of Chemical _____ Number of Sensors _____

BH. Methane Detector

Manufacturer _____ Type _____
Model Number _____ Manufacturer Country _____
Type of Sensors _____ Number of Sensors _____

BI. The following information shall be attached by the proposer as appendices with this Attachment.

1. Plan and Elevation of Bus
2. Production Locations
3. Warehouse Locations
4. Turning Envelope
5. Details of Lubricants and Other Fluids Used
6. Brake Design Data, including Provisions for Compliance with FMVSS 121
7. Engine Performance Curves and Vehicle Performance Curves
8. Air Conditioning System Technical Description and Specifications
9. Power Train Specifications
10. Engine Certification Data

CITY OF PHOENIX
Phoenix, Arizona

REQUEST FOR PROPOSAL - RFP NO. 00-006
SUBJECT MATTER - BUS - MODIFIED VAN HSD RESERVE-A-RIDE
OPENING DATE AND TIME - APRIL 28, 2000, 10:30 A.M. LOCAL TIME

PROPOSER's OFFER - Continued

ATTACHMENT I

BUY AMERICA AUDIT

REQUISITION _____ PURCHASE ORDER _____ PRE-AWARD __ POST-DELIVERY
MAKE _____ MODEL _____ YEAR _____

MAJOR COMPONENT AND PRIMARY SUBCOMPONENT	SUPPLIER	ADDRESS	PERCENT OF TOTAL VEHICLE COST	
			Domestic	Foreign
CHASSIS				
REAR AXLE ASS'Y				
FRONT AXLE ASS'Y				
AIR CONDITIONER				
HEATER				
PASSENGER SEATS				
OPERATOR SEAT				
DOORS & DOOR CONTROL				
WINDOWS				
INTERIOR LIGHTS				
ELECTRONIC DESTINATION SIGN				
WHEELCHAIR TIE DOWN SYSTEM				
POWER PLANT				
TRANSMISSION				
AIR SYSTEM				
BRAKES				
WHEELCHAIR LIFT/RAMP				
MISCELLANEOUS (STEEL, BODY PANELS, FLOORING, TIRES, ETC.)				
LABOR				

_____, of _____ certify that the Buy America requirements of 49 CFR part 661 have been met.
(NAME) (GRANTEE)

CITY OF PHOENIX
Phoenix, Arizona

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PROPOSER's OFFER - Continued

ATTACHMENT J

EVALUATION CHART

EVALUATION CATEGORY	POINTS	COMPANIES			Total
		A	B	C	
COST	40				
PERFORMANCE	20				
PARTS & SERVICE AVAILABILITY	15				
DELIVERY START & FINISH	10				
UNDERSTRANDING SCOPE	5				
QUALIFICATIONS	5				
PROFESSIONAL REFERENCES	5				